

# UOB KAY HIAN (M) SDN BHD

(formerly known as UOB Kay Hian Securities (M) Sdn. Bhd.)

(Registration No. 199001003423 (194990-K))

A Participating Organisation of Bursa Malaysia Securities Berhad

A Trading Participant of Bursa Malaysia Derivatives Berhad

A Registered IUTA and IPRA of Federation of Investment Managers Malaysia



## TERMS AND CONDITIONS FOR UTRADE

This document and the Client's Application Form for Individual/Corporate Applicant collectively form the Agreement between the Client and UOB Kay Hian (M) Sdn. Bhd (Company). The Applicant (Client) is at all material time, a customer of the Company and have opened or applied to open a Trading Account with the Company. The Client desires the rights to access and use the website and subscribe to the Services.

This document contains additional terms and conditions applying to the Client's subscription to UOB Kay Hian (M) Sdn. Bhd. UTRADE an online trading system with a package of electronic investor facilities. The Terms and Conditions herein shall include but not limited to the Covenants and Undertaking in the Application Form for Individual/Corporate 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 all supplements, amendments and variations thereto shall collectively constitute the contract between the Client and the Company and shall apply to the Service herein.

UOB KAY HIAN (M) SDN BHD ("Company") in collaboration with its appointed service provider ("Service Provider") had introduced UTRADE, an online financial and stockbroking website under such domain name (and/or any other name to be determined by the Company from time to time) with a uniform resource locator (and/or any other uniform resource locator or website to be determined by the Company from time to time) ("Website"). The website is directed to the investor, or those seeking information on investing and which comprises of a variety of areas dedicated to providing investment- related information and services ("Services").

In consideration of the Company granting you these said rights, the Client hereby agree to the terms and conditions contained herein (as may be amended from time to time) which shall govern their access to and use of the website and subscription to the Services.

### 1. PROVISION OF SERVICES

#### 1.1 The Services provided by the Company consists of:-

- online electronic trading systems whereby the Client may buy, sell, deal in or otherwise trade securities via the website through the Bursa Malaysia Securities Berhad ("Bursa") and/or any other Recognized Stock Exchange as may be approved by the Company.

#### 1.2 The Company will provide any or all of the following facilities to the Client depending on the extent of the Client's subscription to the Services:-

- Access to real time quotes
- Access to online trading
- Access to financial informations and charts
- Access to financial News and Views
- Access to research material
- Access to account informations and portfolios
- View Trading Account statement and aging report
- Custody and Nominees Services

plus any other facilities that may be introduced by the Company from time to time at their absolute discretion, and the Client has the option to subscribe to any one or more or any combination of the above named services.

#### 1.3 In consideration of the Client paying to the Company the fees pursuant to Clause 10 hereof and complying with these Terms & Conditions and any other terms and conditions that the Company may require the Client to sign up, the Company will provide the Client any one or more of the services set out in Clause 1.1 above as the Client may elect.

#### 1.4 The Client's subscription to the Services shall be for a minimum period of One (1) year.

#### 1.5 Notwithstanding the above, the Company may at any time and from time to time, vary or change the list of facilities herein above mentioned without giving any notice thereof to the Client. Any variation or change in the list of facilities imposed by the Company pursuant to this provision shall upon such variation or change be deemed to be part of the Services and shall not in any manner affect the other terms and condition stated herein.

#### 1.6 The Client shall abide by all laws, by-laws, regulations, rules orders, directives prescribed by regulators relating to the operation of the Account and to the Client's trading activities with the Company and to all matters herein including without limitation to the Rule of Bursa Malaysia Securities Berhad ("Bursa Rules") and the rules of Recognized Exchanges ("Recognized Exchange Rules") and includes any additions, amendments or revisions that may from time to time be introduced and enforced. The Bursa Rules and Recognized Exchange Rules shall hereinafter be collectively referred to as "Exchange Rules".

#### 1.7 Client agrees to comply with all policies, procedures, guidelines, rules, directives and / or instructions of whatsoever nature presently and from time to time issued, given, made and / or established by the Company.

- 1.8 The Client shall open and maintain an online account (UTRADE) which the Client shall use for the purposes of, among others, executing buy, sell, and trade or deal orders for the securities ("Orders") listed in Bursa and/or any other Recognized Stock Exchange. The Client shall execute the application form provided by the Company ("Application Form") and submit the same for approval by the Company. Upon the Company's approval, the Client shall be assigned a username and Personal Identification Number ("PIN") for the purposes of accessing the Client's UTRADE Account. The Client acknowledges that the Company may, at its own discretion, reject the Client's application without assigning any reasons for doing so and without any liability whatsoever to the Client.
- 1.9 The Client shall be solely responsible for the security and privacy of the Client's username and PIN, as well as the UTRADE Account. The Client acknowledges that the Company may, from time to time and at its sole discretion, access the Client's Online Account for the purposes of audit or inspection.
- 1.10 The Company grants to the Client a non-exclusive license to use the Service's software ("Software") on any computer and/or electronic device and/or communication media of which the Client is the primary user. The services shall be used strictly and solely for the Client and shall not be extended for use by third parties for whatsoever reason. The Company forbids any copying of Software or associated written materials. The Client agrees not to sublicense, assign or transfer this license or the Software.
- 1.11 The Client hereby acknowledges and agrees that the Client shall be solely and exclusively responsible for:
- (i) implementing and maintaining appropriate and sufficient security measures on all devices used by the Client to access the Trading Platform, including, without limitation, the installation of up-to-date antivirus and anti-malware protection, regular updates to operating systems, and the use of secure network connections;
  - (ii) safeguarding all authentication credentials, including but not limited to passwords, one-time passwords (OTPs), and biometric data, from any unauthorised access, use, or disclosure; and
  - (iii) immediately changing such credentials and notifying the Company in writing within twenty-four (24) hours upon the Client becoming aware of, or suspecting, any compromise of such credentials.
- 1.12 In the event that any of the following incidents occur, the Client acknowledges and agrees that the Company shall not, under any circumstances, be liable for any losses, damages, costs, or expenses incurred by the Client arising from or in connection with:
- (i) any compromise of the Client's devices or networks;
  - (ii) any unauthorised access resulting from the Client's failure to adequately protect authentication credentials; or
  - (iii) the Client's failure to promptly report any suspicious activity to the Company.

## **2. MEDIA OF SERVICES**

- 2.1 The Client shall access the Website to utilise the Services mentioned in Clause 1 above by using one or any of the following media:-
- Modem-equipped terminal or personal computer;
  - Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its Clients.
- 2.2 The Client agrees that should the Client experience difficulties in using one of the medias of service listed in Clause 2.1, the Client shall attempt to use alternate methods to communicate with the Company.
- 2.3 The Client further agrees that the Company may keep a record of all communication (including any transactions) between the Company and the Client for any purpose including to verify any information exchanged between the parties and to monitor the quality of the Services or to collect data to anticipate the Client's future financial requirements.

## **3. NO GUARANTEE OR WARRANTY & LIMITATION OF COMPANY'S LIABILITY**

- 3.1 The Client hereby acknowledge that the data, information, messages and other content ("Information") disseminated and provided through the Services to the Client derive either directly from the Company, the Exchange and/or been independently obtained by the Company through sources believed by the Company to be reliable including authorised dissemination agents of the Bursa and independent information providers.
- 3.2 Whilst the Company make every effort to ensure the accuracy of the information provided through the Service, the Client acknowledges that the information, materials and contents provided on the Website are on "as is" basis and are of a general nature. The Company, the Service Provider and the Company's information providers, licensors, employees or agents do not guarantee the correctness, accuracy, completeness, timeless or correct sequencing of any such Information disseminated and/or provided by any party through the Services. It shall be the Client's obligation to take independent legal, financial or other advice as the Client shall deem necessary. The Client is advised to verify the correctness, accuracy, timeliness and correct sequencing of all such Information and the Client shall be deemed to have done so, whether the Client has in fact done so or not. The Client further acknowledges that there may be delays, omissions or inaccuracies in the Information provided under these Services which neither the Company nor the Service Provider shall be responsible or liable for.

- 3.3 The Company does not warrant the merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the Information furnished under the Services or any other aspect thereof, including but not limited to date, Information, messages, or access, or the execution, cancellation or amendment of any Orders, and the Client further agrees that the Company, the Service Provider and the Company's information providers, licensors, employees or agents shall not be liable for any direct, consequential, incidental or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Company to execute, cancel or amend such Orders.

#### **4. DISCLAIMER AND LIMITATION OF COMPANY'S LIABILITY**

- 4.1 Due to the nature of electronic equipments, mobile devices and other communication media, the Company do not warrant that the operation of the Service will be uninterrupted and entirely error free. Furthermore problems related to connection difficulties endemic with internet and mobile application, from time to time may result the Service subject to error or failure.
- 4.2 In addition to and not in derogation of any other terms of this Agreement, the Client acknowledges that, in providing the Services, the Company, the Service Provider and the Company's information providers, licensors, employees or agents shall not, in any event, be liable to the Client or any other parties having access to the Services whether with or without the Company's consent for any direct, consequential, incidental or indirect losses or damage (including but not limited to loss of profits, trading losses and damages) that results from any inconvenience, delay or loss arising from the use of the Services, access to the Client's UTRADE Account, or any of the circumstances enumerated in this Clause, regardless of whether the Company has been advised of the possibility of such damages or losses.
- 4.3 The Client further agrees that the Company, the Service Provider and the Company's informations, providers, licensors, employees or agents shall not be liable for any loss resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or telecommunication lines, telephones or any other interconnect problems, unauthorised access, unauthorised use of the password, theft, operator errors, weather, earthquakes, floods and strikes or other labour problems.
- 4.4 The Company do not accept any liability whether in contract or in tort (including negligence) for damage to the electronic equipment and/or mobile device or for any loss of functionality that results from use of the Service and the Company do not guarantee that any downloads are free from viruses or for any problem the Client may experience with the electronic equipment, mobile device or any other software.
- 4.5 The Client agrees that the liability of the Company to the Client arising out of any kind of legal claim in whatsoever way connected with or arising from the Company's Services and the Client's use of the Information provided thereunder shall not exceed the monthly fee (if any) paid by the Client for the Client's access to and use of the Website and the Client's subscription of the Services herein.

#### **5. ORDERS AND CANCELLATION REQUESTS**

- 5.1 The Client agrees that any Order(s) received by the Company through the use of the Client's UTRADE Account (accessed via the Client's username and PIN) shall be deemed to have been issued by the Client notwithstanding that such order(s) may have been issued by a third party, whether authorised or otherwise.
- 5.2 The Client acknowledges that the confirmation of the receipt and/or execution of such Order(s) as reflected in the Website shall be deemed conclusive of:-
- the receipt by the Company of the order;
  - that the consent necessary for such Order(s) is as received by the Company; and
  - that such Order(s) may be relied upon and acted on by the Company without further reference to or verification from the Client and without liability whatsoever to the Client.
- 5.3 The Client agrees to review the relevant page confirmation views in the Website to ascertain that the Order(s) were correctly received by the Company and processed under these Services.
- 5.4 The Client acknowledges that not all trades will be executed concurrently with the Order(s) issued by the Client. The Client further acknowledges and accepts, without liability of the Company, its employees or agents, that there will be times when a quoted price will change prior to the trade's execution due to market circumstances or factors outside the control of the Company.
- 5.5 The Client acknowledges that a request to cancel an earlier Order is not guaranteed by the Company as the earlier Order can only be cancelled if the cancellation request is received and effected before the said earlier Order is executed.
- 5.6 The Client acknowledges that while Company reserves the sole right to review all Orders executed by the Client pursuant to these Services, the Company shall neither be obliged nor required to do so. Accordingly, the Company shall neither be responsible nor liable for any mistakes, inaccuracies or incompleteness in such Orders, whether due to an error caused by the Client or as a result of any other reason whatsoever.

5.7 The Client further and agrees that:

- the Company has the right to imposed specific parameters or condition defining the orders that may be entered by the Client, including restriction to specific instruments or size of orders, and the Company shall have the right to reject orders that do not fall within the designated parameters of authorised orders;
- The Company has the right to reject an order for any reason;
- The Company has the right to change or remove an order in the Order Book and has the right to cancel any trade by the Client for any reason;
- The Company has the right to discontinue accepting orders from the Client at any time without notice;
- The Company shall train the Client in the requirements of the Exchange Rules in relation to the entry and trading orders and other applicable requirements;
- Any notification on the revisions and updates to Laws and Rules shall be posted on the website and the Client shall consent to having keep read and updated

## **6. LICENSE & TITLE TO INFORMATION/PROPRIETARY RIGHTS**

- 6.1 Subject to the terms of this Agreement, the Company grants to the Client a personal, non- exclusive, non-assignable and non-transferable license to use and display the Services' software or website (whichever is applicable) ("Software") on any computer of which the Client is the primary user. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly prohibited without the prior written consent of the Company. The Client agrees not to sublicense, assign or transfer this license or the Software and any attempt to do so shall be considered to be null and void.
- 6.2 The Client acknowledges that the Company, the Exchange and participating information providers assert a proprietary right over the Information disseminated through and/or provided by the Services. The Client agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or exploit, whether for commercial purposes or otherwise, the Information in any manner whatsoever without the express written consent of the Company nor use the Information for any illegal or illicit purpose.
- 6.3 The Client agrees that it shall protect the contractual, statutory and intellectual property rights of the Company, the Exchange and participating information providers in or to the Information furnished under the Services and in the Services themselves and shall comply with all written requests from the parties hereinbefore mentioned as they deem necessary to protect their respective rights.
- 6.4 The client hereby authorize Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") and other Recognized Exchanges to disclose to the Company, and/or agents, service providers and sub-contractors of the Company on information and/or documents pertaining to the affairs of the client's account with the relevant Exchange, and in particular, with relation to the portfolio held in the client's account. This authorization shall continue to be valid unless revoked by the client in writing. The client release relevant Exchanges, Bursa Depository and the Clearing House from any losses and/or liabilities arising from or in connection with this authorization, with the exception of losses/liabilities arising from any act, statement or omission that was not conducted in good faith.

## **7. CLIENT'S SOLE RISK**

- 7.1 The Client acknowledges that neither the Services nor the Information provided thereunder is intended to amount to or constitute any financial, business, tax or legal advice. Although the Service provides access to opinions, Information and recommendations about the economy, stock market, how to invest and what stocks to buy, the Services shall not be construed as amounting to offers, invitations or solicitations to buy, sell or otherwise trade in the securities concerned. The Company does not warrant the accuracy stated in any manner of the opinions, Information and recommendations, and no reliance whatsoever by the Client on the matters aforementioned shall give rise to any claim whatsoever.
- 7.2 The Company neither recommends any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all Orders made by it through the Services and executed by the Company pursuant thereto are made at the Client's sole and absolute risk.
- 7.3 The Client acknowledges that the Exchange is the regulatory and supervisory authority of the Company and that the Exchange shall, at all material times, have the right to examine, inspect, scrutinise the Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection or scrutinisation being carried out at reasonable hours. The Client acknowledges that it shall not hold the Company liable for any liability and/or losses that may occur as a result of the actions and omissions of the Company and/or the Exchange.

## **8. NOTIFICATION BY CLIENT**

- 8.1 Without prejudice to any other provisions herein, the Client agrees that it shall notify the Company immediately and, in any case, no later than twenty four (24) hours from the time the Client should have become aware of the existence of any of the following:-
- any loss or theft of the installation disk;
  - any unauthorised access of the Client's UTRADE Account, use of the Client's username or PIN, or of the Services or any information obtained thereunder;
  - any failed or incorrect receipt of an Order initiated by the Client through the Services upon the Client's review of the Trade Confirmation View of the Services;
  - any receipt of confirmation (whether electronic, written or otherwise) of business done of an Order which the Client did not place or any receipt or inaccurate or conflicting report or information.
  - disruption in the provision of the Service; and
  - changes in personal particulars including but not limited to the location of the Company's UTRADE terminal.
- In all such cases, the Company reserves the right to determine the validity of the Client's objection to a transaction arising from, but not limited to, the above.
- 8.2 Should the Client fail to notify the Company in the time specified in Clause 8.1 above of the occurrence of any of the above incidents, neither the Company nor any of its information providers, licensors, employees or agents, shall be responsible and/or liable to the Client or any other party whose claim may arise through the Client for any claims with respect to handling, mishandling or the loss of any Order. For the avoidance of doubt, the Client acknowledges that its notifying of the Company in Clause 8.1 shall not render the Company responsible or liable whatsoever for any of the situations stated thereto.

## **9. CONFIDENTIALITY**

- 9.1 When using the Service, the username, password and account number are extremely sensitive informations. The Client shall be responsible for the confidentiality, security and safe storage and use of its username and PIN. The Client further accepts full and absolute responsibility for all Orders entered through the Client's UTRADE Account via the use of the Client's username and PIN. All Orders so received by the Company pursuant thereto shall be deemed to have been received from the Client and are the valid and correct instructions of the Client.
- 9.2 The Client shall be solely responsible to review the confirmation of Business Done to ascertain that the orders were correctly placed through the Service and that a transaction reference number has been duly issued immediately through the Service upon placing an order to buy or sell.

## **10. FEES**

- 10.1 The Client agrees to pay and authorises the Company to debit its Trading Account with the following fees, if any:-
- All subscription, service and use fees as prescribed by the Company, wherein the said subscription fees are payable monthly in advance, and none of the said fees are refundable.
  - Any other reasonable fees, cost, expenses and charges imposed by the Company from time to time for services and facilities rendered to the Client.
  - Interest on all outstanding sums due from the Client hereunder at such rate and at such mode as the Company shall stipulate.
  - Legal fees and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owed by the Client to the Company.
- 10.2 Notwithstanding the above provisions, the Company may at its discretion vary the Fee or vary the rate of such fees and subscriptions and vary the time and manner of payment of the Fee, at any time and from time to time without notice to the Client and without any liability whatsoever.
- 10.3 The Client agrees that the Company reserved the right to impose additional fees in relation to the provision of the Services. All fees shall be non-refundable, unless the Company agrees otherwise. The Client authorises the Company to debit the Client's Trading Account with all Fees due and payable by the Client.
- 10.4 In the event the Client fails to comply the above terms, the Company shall have the option of terminating this Agreement in accordance with Clause 16 herein.

## **11. CONTINUING SECURITY OF ASSETS**

- 11.1 The Client agrees that it shall pay all costs (including solicitor's fees), if any, incurred by the Company in collecting any overdue fees from the Client. The Client hereby grants the Company a continuing security interests and/or lien on the assets belonging to the Client in all its Trading Accounts with the Company to secure the timely payment of all the amounts owing under this Agreement by the Client and that the Company shall be at liberty to use or dispose these assets without prior notice to the Client in whatsoever manner and upon such terms and conditions as the Company deems fit to secure the full payment of such overdue fees, subject to any rules that may be laid down by the Bursa or any other relevant authority or under any applicable law in respect of such matter.

## **12. TAXES & CHARGES**

- 12.1 The Client shall bear for all taxes and licence fees payable for the use of the Services, if any.
- 12.2 The Company is not liable for any charges incurred by the Client by using the Service, whether the charge is raised by the Client's internet service provider, mobile supplier or any other party. The Client agrees that any cost incurred by using the Service is the sole responsibility of the Client.

## **13. RESTRICTIONS IN USE OF SERVICES**

- 13.1 The Company reserves the right to determine whether the Client is to trade via the Services on either Ready Basis Contracts or Immediate Basis Contracts as provided for in the Rules of the Bursa.
- 13.2 The Client shall not be entitled to use the Services offered by the Company under this Agreement, if there exists any restriction whatsoever on the Client's Trading Account either imposed by the Company or by any relevant authorities, including but not limited to cash up-front restrictions. The provision of the Service by the Company is subject to the terms and conditions of any and all other agreements entered into between the Company and the Client.
- 13.3 The Company shall not be held responsible for any failure to provide the Services, including the execution of any Order arising out of any restrictions imposed. While the Company may inform the Client for such restrictions, the Client acknowledges that the Company is not obliged to do so and shall not be responsible for its failure to do so.

## **14. DEPOSIT**

- 14.1 The Company reserves the right to require the Client to place cash and/or equity as deposit before the execution of any transaction through the Services. It shall be in the absolute discretion of the Company to determine the amount of deposit payable by the Client and the time and manner for the placement and nature of such deposit.
- 14.2 The Company reserves the right to require the Client to maintain a minimum balance at any one time in the Client's account. It shall be at the absolute discretion of the Company to determine the quantum of the said minimum balance to be so maintained. At the Company's absolute discretion, the Client's failure to maintain such minimum balance as stipulated by the Company would entitle the Company to terminate this Agreement in accordance with Clause 16 herein.
- 14.3 The Company reserves the right not to pay any interest for the deposit placed by the Client as mentioned in Clause 14.1 above.
- 14.4 The Company shall neither be held responsible nor liable for any failure to provide or interruption in the Services arising out of the Client's failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by the Company.

## **15. INDEMNITY**

- 15.1 The Client unconditionally and irrevocably undertakes to fully and effectively indemnify the Company and keep the Company indemnified from and against any and all claims, losses (including loss of profit), liabilities, obligations, penalties, fines, costs and expenses (including but not limited to solicitors fees on a solicitor and user basis) sustained by the Company due to the 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 or any third party rights including but not limited to violation of any copyright, proprietary or privacy rights. This obligation to indemnify the Company shall survive the termination of the Service for any reason whatsoever.

## **16. TERMINATION OF RIGHT OF ACCESS**

- 16.1 Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith this Agreement, all or any part of the Services, the Client's right of access to and use of the Portal and the Client's subscription to the Services (or any portion thereof) without notice and without compensation and without any obligation to give any reasons for doing so, at anytime and for any reason whatsoever including but not limited to any unauthorised use of the Client's username and PIN, not agreeing to the levying of additional fees, or breach of any terms and conditions of the Agreement in any manner whatsoever whether by the Client or by any other person(s) whomsoever.
- 16.2 In the event of such termination by the Company in Clause 16.1, the Company shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered by the Client arising out of or in connection with such termination.
- 16.3 The Client may terminate the Service by giving the Company one (1) month written notice of such intention.
- 16.4 Clauses 3, 7, 11 and 15 shall survive any termination of this Agreement.

## **17. REPRESENTATIONS**

- 17.1 The Client represents and warrants to the Company that otherwise as disclosed by the Client to the Company in writing and accepted by the Company:-
- the Client is not acting on behalf of a firm, corporation, partnership, trust or association;
  - the Client is not a securities broker/dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association: or futures exchange or an owner/partner or associated person of any of the foregoing ;
  - the Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity; and
  - the Client is a customer of the Company and maintains a share trading account with the Company.
- 17.2 The Client undertakes with the Company that as long as the Client has access to the Service:-
- the Client agrees to be bound by these Terms & Conditions as may be amended from time to time;
  - unless otherwise agreed to in writing by the Company, the Client will use the information provided through the Service solely in connection with its personal investment activities and not in connection with any trade or business activities;
  - the representations and warranties in Clause 17.1 above shall remain true and accurate;
  - the Client will not do anything to jeopardise the quality, reliability or integrity of the Service; and
  - the Client will comply with the Client Guide and such other guidelines issued by the Company in connection with the Service.
- 17.3 Provided however, the above conditions shall not be applicable in the event the Client has disclosed the existence of any of the above circumstances and has provided the Company with the relevant documents prior to the execution of the Application Form. Provided further that where a corporate entity or a partnership applies for the Services and the said corporate entity or partnership is a client, the Client shall hereby indemnify the Company against all losses or damages, direct or consequential which may arise out of the action of any representative(s) designated by such corporate entity or partnership using the Services on behalf of the corporate entity or partnership (whichever is applicable).

## **18. ACKNOWLEDGEMENT**

- 18.1 The Client acknowledges that the Company is providing the Services on the basis of and on condition that the Client agrees to be bound by the terms and conditions contained in this Agreement. In addition to the terms and conditions contained in this Agreement, the Client also acknowledges that there may be other terms and conditions for the use of any of the Services in the Website.
- 18.2 Subject to Clause 18.3 herein, the Client acknowledges that the terms and conditions contained in this Agreement, inclusive of the Application Form, constitutes the complete statement of the Client's agreement with Company in respect of the Client's access to and use of the Website and the Client's subscription to the Services, and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Services regardless of whether they are contained in any materials, documents or representations made or provided by the Company.
- 18.3 The Client hereby agrees that the terms and conditions of this Agreement shall be read together with any other agreement relating to the trading of securities, entered into between the Client and the Company.

## **19. AMENDMENTS AND MODIFICATIONS**

- 19.1 Notwithstanding Clause 18, the Company may in its absolute discretion and without any prior notice (whether in writing or otherwise) amend or vary the terms and conditions of this Agreement hereunder at any time or from time to time or impose any additional provisions, all of which shall be binding upon the Client as if the amendments and additional clauses had been originally set out in this Agreement.

## **20. GOVERNING LAW**

- 20.1 This Agreement and performance hereunder by the parties will be governed by and construed in accordance with the laws of Malaysia and the parties hereto submit to the exclusive jurisdiction of the Malaysian Courts in all matters connected with the obligations and the liabilities of the parties under this Agreement.

## **21. TIME**

- 21.1 Time wherever mentioned shall be of the essence of this Agreement.

## **22. SEVERABILITY**

- 22.1 Any term, condition, stipulation, provision, covenant or undertaking herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibitions or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant, or undertaking herein contained.

## **23. ASSIGNMENT & SUCCESSORS**

- 23.1 The Client shall not assign or transfer any of its rights or obligations under this Agreement or any contract thereunder, except with the Company's prior written consent. The Client hereby expressly consents to the Company assigning or transferring any of its rights and obligations under this Agreement or any contract thereunder in relation to the provision of the service to any other party by written notice to the Client. The Company may at any time, at its absolute discretion and without notice change, replace or substitute its Service Provider and/or appoint new or additional Service Provider.
- 23.2 The terms and conditions of this Agreement shall be binding upon the successors-in-title and permitted assigns of the parties hereto.

## **24. BUYING IN AND SELLING OUT**

- 24.1 Notwithstanding the functionalities provided by the Software, all the buying in and selling out, pertaining to the Bursa Rules, shall be instituted solely by the Company's Dealer's Representative.
- 24.2 The Client shall indemnify and keep the Company indemnified against any losses incurred or arising from the above transactions.

## **25. WAIVER**

- 25.1 Except as specifically permitted in this Agreement, no provision, term or clause of this Agreement will be waived, altered, modified or amended unless agreed to and acknowledged in writing by the Company that such waiver, alteration, modification or amendment will take effect and be binding upon both the Client and the Company.

## **26. NOTIFICATION**

- 26.1 The Client hereby irrevocably consents to any notification to the Client by the Company, where required under this Agreement or where given under the Company's discretion, in any one or more of the following methods:-
- i) By email to the Client's email address and in which case it shall be deemed received by the Client the following day after the said transmission.
  - ii) By fax to the Client's fax number and in which case it shall be deemed received by the Client the following day after the said transmission.
  - iii) By ordinary post to the Client's last known address and in which case it shall be deemed received by the Client within two (2) days after the date of posting.
- 26.2 Any failure or delay on the part of the Company to give notice to the Client in accordance with Clause 26.1 hereof, where required under this Agreement, shall not prejudice or have the effect of invalidating the subject matter of the notification
- 26.3 Any notification to be given by the Client to the Company shall be sent to the Company either by way of personal service (duly acknowledged receipt by the Company) or by way of registered post.



**27. TRADING RULES**

- 27.1 In relation to trading matters, the Terms and Conditions herein contained are read in conjunction with the Covenants and Undertaking of the Trading Account, Bursa Rules, all applicable statutes and laws and the rules and regulations of all applicable governmental and regulatory bodies and agencies of the relevant Exchange.

**28. HEADINGS**

- 28.1 The headings of each provision, clause, or term, of this Agreement are meant for reference only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision, clause or term herein.

## UOB KAY HIAN (M) SDN BHD

(formerly known as UOB Kay Hian Securities (M) Sdn. Bhd.)

(Registration No. 199001003423 (194990-K))

*A Participating Organisation of Bursa Malaysia Securities Berhad*

*A Trading Participant of Bursa Malaysia Derivatives Berhad*



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

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

The client shall agree to the terms and conditions relating to the Service as herein after provided, and the client confirms that these shall be in addition to and not in substitution of UOB Kay Hian's standard terms and conditions governing its facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute the client's agreement to and receipt of these terms and conditions as well as the acknowledgement of the inherent risks in the transmission of eStatement and eContract online.

The provision of this Service is at the UOBKH's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by UOBKH at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, UOBKH shall notify the client and shall revert to sending the statements in paper format to the client's last mailing address appearing on UOBKH's record. In the case of eContract, the eContract shall be available on UTRADE after login for 14 days. Once the Service is provided to the customer, UOBKH will cease to provide the client with printed and mailed contracts and statements after October 1, 2015.

The client is the designated user of his/her UTRADE account and shall take all necessary security measures and precaution to ensure that the User ID and Password to the UTRADE account is not accessed by any unauthorized party.

The client may terminate the Service at any time by submitting a request in writing via post or email. The client understands that UOBKH will revert to sending the statements in paper format to the last mailing address appearing on UOBKH's records.

The client will be required to check all eContracts or eStatements for any unauthorized transactions. If the client should be aware of any unauthorized transaction(s) on any of the eContracts or eStatements, the client must notify UOBKH as soon as reasonably practicable but in any event not later than the stipulated applicable time period specified in the eContract and/ or in the eStatement. Any applicable time periods within which the client must notify UOBKH of any unauthorized transaction(s) shall begin on the statement date printed on the relevant eContract and/or eStatement regardless of when the client accesses or opens the eContract and/or eStatement.

The client acknowledges that UOBKH will use its best endeavours to ensure the security of the Service. Notwithstanding the foregoing, the client agrees that UOBKH shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the eContracts or Statements being incomplete, unavailable or delayed in transmission. The client further acknowledges that the use of and the transmission of information via email may not be guaranteed to be secure. The client acknowledges that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and the client acknowledges that transmission may be disrupted, interrupted, delayed or incorrect. The client shall not hold UOBKH responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with the client use of the Service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities. For the avoidance of doubt, UOBKH shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the UOBKH shall have been advised of the same.

The client will not hold UOBKH responsible for any consequences that may arise as a result of any online communication between the client and UOBKH which may be lost in transmission (whether in whole or in part).

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