

**TERMS AND CONDITIONS**

## SPECIAL CLAUSE A:

Notwithstanding anything contained herein, HLIB may in its absolute discretion without any prior notice to the Client (whether in writing or otherwise) change, modify, add, remove, amend or vary the Terms and Conditions at any time or from time to time including but not limited to imposing additional clauses which shall bind the Client as if the amendments and additional clauses had been originally set out in the Terms and Conditions. HLIB shall post the amended Terms & Conditions online at its HLeBroking website homepage. The Client is responsible for checking these Terms & Conditions periodically for changes. The Client's continued use of the HLeBroking website or services after the posting of changes constitutes the Client's binding acceptance of such changes. In addition, when using any particular services, the Client may be subject to any posted guidelines, rules, product requirements or sometimes additional terms applicable to such services. All such guidelines, rules, product requirements or sometimes additional terms are hereby incorporated by reference into the Terms & Conditions.

1. The client agrees to open trading account(s) ("Client's Accounts") with Hong Leong Investment Bank Berhad ("HLIB") and Central Depository System account/s ("CDS account") through HLIB for the purpose of trading in securities in Bursa Malaysia Securities Berhad and/or other approved Exchanges. I acknowledge that this application is subject to approval of HLIB and HLIB has the absolute discretion to approve or reject my application. In the event that my application is approved and accepted by HLIB, I agree to be bound and am subject to the remaining terms and conditions contained herein. I further agree to execute any other documents and/or agreement as required by HLIB and agree that the terms and conditions thereof shall be read together with the terms and conditions herein.
2. All transactions (including trading and settlement) for Client's Account(s) as may be opened by the applicant named in the Application Form annexed herein ("Client") shall be governed by and construed in accordance with the laws of Malaysia and subject to all relevant Securities Laws, which definition includes, the Capital Markets And Services Act 2007, Securities Industry (Central Depositories) Act 1991, Securities Commission Act 1993, any subsidiary legislation made under those laws, the Constitution, rules, regulations, by-laws, customs, levies and usages of the Bursa Malaysia Securities Berhad ("BMSB"), Bursa Malaysia Depository Sdn Bhd ("Depository"), Bursa Malaysia Securities Clearing Sdn Bhd ("Clearing House") or any other relevant regulatory body and such other amended, revised or supplemented rules and regulations being in force from time to time of such other stock exchanges or markets in which HLIB is permitted to deal on the Client's behalf whether in Kuala Lumpur or elsewhere.
3. Written confirmation of contracts entered into (which includes each contract note) and all statements of account issued by HLIB shall be final and conclusive proof of the status of the Client's Account(s) including the Client's indebtedness to HLIB if not objected to by the Client in writing within the next market day after the same is deemed to have been received by the Client. The term "market day" means a day on which the stock market maintained by the BMSB is open for trading in securities.
4. The Client undertakes not to allow any unauthorized person(s) to use the Client's Account(s) and further undertake to inform HLIB and to confirm in writing immediately in the event of any authorised usage of the Client's Account(s).
5. Notwithstanding that in dealings which take place on the Client's behalf, time shall be of essence, the Client agrees in any event to accept and be bound by dealings transacted on the Client's behalf and waives any right to dispute the price and timing of these dealings.
6. The Client agrees that HLIB shall not be under any liability for any loss which is incurred as a result of transactions which take place for and on behalf of the Client. The Client hereby unconditionally and irrevocably undertakes to fully and effectively indemnify HLIB, its agents and servants and keep them harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to solicitors fees on a solicitor and client basis) arising or which may arise out of anything lawfully done by HLIB, its servants and agents in connection with any transaction which takes place for and on behalf of the Client through the Client's Account(s) including without limitation for breach of any of the agreements, undertakings and covenants herein. The right of indemnity of HLIB conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the Client's Account(s).
7. The Client acknowledges that HLIB does not undertake to deliver to the Client the same or similarly numbered scrip or scrips in the same sizes and shares as deposited by the Client with HLIB since HLIB at its sole discretion, may put in any pool such shares for transfer and/or splitting and/or allocation of dividend and/or bonuses and that the Client should confirm the availability of scrips with HLIB's dealer's representatives before placing a sale order with him/ her.
8. All securities handled by HLIB are deemed capable of being replaced by securities of the same class and type whether by way of purchase, sale or safe custody. Any and all cash, securities or other property of the Client which is in the possession of HLIB including property held in the Client's Account(s) shall be subject to a general lien for the discharge of the Client's obligations to HLIB however arising and without regard to whether or not HLIB has made advances with respect to such property and HLIB is authorised to utilise transfer sell and/or dispose of any property in the Client's Account(s) with seven (7) calendar days' notice to satisfy such general lien.
9. For purchase contracts, all stock shares and securities must be paid and collected by the Client within the time stipulated by the Securities Laws failing which, HLIB reserves the right to dispose of the same on such terms and conditions as HLIB deems fit notwithstanding any instructions from the Client on the timing or the pricing of such sale. The Client shall be liable for all contra-losses arising therefrom payable to HLIB immediately on the date of such disposal.  

The Client agrees that HLIB has the absolute discretion to withhold the transfer of securities purchased by the Client until the payment made and/or cheque issued by the Client (for the payment of such securities) has been cleared by bank and/or proceeds are fully in the possession of HLIB.
10. For sales contracts, all stock shares and securities must be delivered promptly by the Client within the time stipulated by the Securities Laws. Failing which HLIB reserves the right to buy-in without any notice to the Client to cover the shortfall. HLIB shall be fully indemnified by me for all losses and consequential expenses thereby suffered or incurred by HLIB.

11. All sums be it monies due on purchase contract, contra-losses or other monies howsoever arising under the Client's Account(s) must be settled immediately by the Client as and when the same is due, failing which all such sums shall be debited to the Client's Account(s). All payments shall be made in the manner determined by HLIB.
12. The Client shall pay to HLIB all charges that may be imposed by HLIB including without limitation, interest at prevailing rates as determined by HLIB on debit balances in the Client's Account(s), handling fee, commissions and service charges. Please refer to the HLeBroking website-FAQ section Deposit & Settlement at [www.hlebroking.com](http://www.hlebroking.com) or you may contact any of our branches for more information about HLIB's prevailing charges and rates. HLIB reserves the right to change its interest rates, charges, commission rates and fees at any time. The Client agrees that the interest imposed on the Client's debit balances is by way of agreed liquidated damages and a reasonable pre estimate of HLIB's loss and is not a penalty
13. **Government Taxes and/or statutory/regulatory imposed charges, fees etc**
- a. For the purpose of this Clause:
- "Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the sales and services tax, goods and services tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
- "Appropriate Authority" means any government or taxing authority.
- "Client" means a person or entity who has opened or maintains an account or a facility with Hong Leong Investment Bank Berhad ("HLIB") and/or any other party who has appointed or engaged HLIB for any of its services or facilities.
- b. Unless specifically quoted as inclusive of any Tax, the fees, expenses, costs, charges, handling and administrative charges, service charges, commissions, levy, brokerages and/or all other monies to be paid by the Client to HLIB including any amount representing reimbursements to be paid by the Client to HLIB ("**Applicable Sum**"), shall be exclusive of Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. In the event of any change to the applicable Tax rate, prices which are quoted as inclusive of any Tax shall be adjusted accordingly to take into account such change.
- c. In the event the Client is required by law to make any deduction or withholding from the Applicable Sum and/or all other monies payable to HLIB under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by the Client in respect of which the deduction or withholding is required shall be increased so that the net Applicable Sum and/or the net amount of monies received by HLIB is equal to that which HLIB would otherwise have received had no deduction or withholding been required or made.
- d. The Client shall in addition to the Applicable Sum and/or all other monies payable, pay to HLIB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLIB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.
- e. If at any time an adjustment is made or required to be made between HLIB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by HLIB, a corresponding adjustment may at HLIB's discretion be made as between HLIB and the Client and in such event, any payment necessary to give effect to the adjustment shall be made.
- f. All Tax as shall be payable by the Client to HLIB as herein provided shall be paid at such times and in such manner as shall be requested by the HLIB, failing which the Client shall pay to the HLIB interest at the rate of ten per centum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.
- g. The Client hereby agrees to do all things reasonably requested by HLIB to assist HLIB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to HLIB in assisting HLIB in complying with its obligations under the relevant laws.
14. All the buying and selling of stocks, shares and securities by the Client through HLIB shall be in the Client's own name or as permitted under the Securities Laws. The Client shall not trade under the names of fictitious persons and only trade as the beneficial owners of such securities or as authorised nominees as defined under the rules of the BMSB.
15. a. These terms and Conditions shall survive any changes or successions in HLIB's business and shall be binding, in the case of the Client being a corporation, on its successors and assigns, and in the case of the Client being an individual, upon the Client's personal representatives, receiver or trustee whether in bankruptcy or otherwise.
- b. HLIB may in its absolute discretion without further notice to the Client:-
- close, withdraw or suspend the Client's Account(s) with HLIB at any time for any reasons whatsoever and without recourse by the Client;
  - realise any collateral deposited with HLIB;
  - utilise any credit balances in the Client's Account(s) to settle outstanding balances in any other accounts of the Client with HLIB or with any other subsidiary or associate of HLIB's parent company without any prior notice or reference to the Client.
  - vary my trading limit, refuse my order/s or limit the purchases or sales ordered by me without assigning any reasons whatsoever.

16. Failure on the part of HLIB to insist at any time upon strict compliance with any of these Terms and Conditions or any continued course of such conduct on the part of the Client shall in no event constitute or be considered a waiver generally or specifically by HLIB of any of the rights or privileges of HLIB.
17. Any notice or demand or other document may be sent by ordinary post to the Client's address as stated in the Application Form hereto or the Client's last known address and shall be deemed to have been received two (2) calendar days after the date of posting. All notices (including any change in the Client's address) sent by the Client to HLIB shall be sent by registered post or delivered personally to HLIB at its then prevailing place of business, and any such notices shall be deemed received by HLIB only when HLIB had in fact received the same.
18. Any writ or summons or other legal process in respect on any action arising out of or in connection with the Client's Account(s) shall be deemed to have been served if sent by registered post or ordinary post to the Client's address stated in the Application Form or to the Client's last known address as notified by the Client pursuant to Clause 17 above.
19. If any of these Terms and Conditions shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
20. The Client may authorise and empower one or more persons to act on its behalf in respect of the matters specified in the Letter of Authorisation annexed to this Application Form. The Client shall give HLIB at least seven (7) calendar days prior written notice of any revocation of the authority of such persons to act on its behalf and such notice of revocation shall not be enforceable against HLIB unless receipt of such notice had been acknowledged by HLIB.
21. The Client hereby expressly permits HLIB to disclose to the Central Credit Bureau or such other bureau, authority or body whether or not established by Bank Negara Malaysia and without prejudice to the generality of the foregoing to disclose to any party/person proposing or considering tendering any payment towards the indebtedness of the Client, Biro Maklumat Cek, Cagamas Bhd, Credit Guarantee Corporation, Central Credit Reference Information System (CCRIS), the security party(ies), companies which are related to HLIB by virtue of Section 6 of the Companies Act 1965 and companies which are associated with HLIB, its auditors, lawyers or any other debt collection agents, nominees, trustee, custodians, securities depositories or registrars, insurance companies, agents, contractors or third party service providers who are involved in the provision of products and services to or by HLIB and its related companies any information relating to the Client's and/or the security party(ies)' affairs or account (including the Client's/security party(ies)' credit standing) in respect of the Client's Account and any documents related thereto, at any time, for such purpose and to such extent as HLIB may at its absolute discretion deem expedient or necessary and without liability to the Client and the security party(ies) and the Client expressly consents to such disclosure and confirms and declares that no further consent from the Client or any of the other security party(ies) is necessary or required in relation thereto.
22. The Client agrees that HLIB shall be entitled to rely solely on the dealer's representative's/remisier's confirmation of the transactions executed for the Client and is not obliged nor under any duty whatsoever to make any enquiry or require any verification of such transactions from the Client or any other party.

The Client consents and authorises the dealer's representative/ remisier and HLIB to act on the Client's oral instructions and any acts executed based on such oral instructions shall not be revoked or withdrawn by the Client. The Client further agrees that HLIB may record the Client's telephone calls which may be used as evidence of such oral instructions.
23. The Client agrees that HLIB shall not be liable for any losses or damages resulting directly or indirectly from any government action, suspension of trading, any action/ decision of ruling by any of the Exchanges, or the action of anyone beyond the reasonable control of HLIB including but not limited to any Exchanges'/ Clearing Houses' error, any war, strikes or national disaster, any act of God, act of public enemy, riot or any other disturbances arising out of matters beyond the reasonable control of HLIB, delay in postal services or other any delay or inaccuracy in the transmission of order or order information breakdown, failure or malfunction of any telecommunications or computer services.
24. The Client hereby consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to HLIB, and to such agents, service providers and sub-contractors of HLIB as informed by HLIB to Bursa Depository, of information or documents relating to the Client's affairs and in particular, relating to Client's CDS account and securities account (for example balances, account particulars and transactions). This consent shall be valid until revoked by the Client in writing and such revocation shall be effective upon the receipt of the written revocation by HLIB. The Client agrees to release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability that the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository. The Client hereby appoints HLIB as its agent for the purpose of communicating the aforesaid consent and release to Bursa Depository.
25. In reliance of the representation and warranties made by the Client, HLIB agrees to enter into an arrangement with the Client and in continuation thereafter for the provision of services envisaged in the Account Opening Form, the Client hereby represents and warrants to HLIB the following:-
  - a. the Client is neither engaged in any unlawful activity nor are the Client's monies obtained from any illegal source or associated with any illegal activity;
  - b. any transaction and dealings contemplated under this arrangement will not contravene any anti money laundering laws or provisions;
  - c. any document, instruction and/or information provided is accurate, true and complete and the Client undertakes to provide such information and documents as HLIB may reasonably require for the purpose of due diligence/enhanced due diligence as required under any applicable laws; and
  - d. save where the Client has obtained HLIB's prior consent in writing, the Client shall act as principal and sole beneficial owner (not as trustee and/or nominee) in entering into these terms and conditions, transactions and/or dealings; and
  - e. subject to the conditions contained in 25(d) and to the extent permitted by law, if the Client is a trustee, intermediary and/or nominee, the Client shall undertake to ensure that the beneficiary is not in contravention with any anti money laundering laws or provisions and the Client further undertakes to HLIB that the Client will comply with and continue at all times to comply with all requisite processes required under any anti money laundering laws or provisions.
26. The Client is aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to HLIB and the Client shall give HLIB facsimile or electronic mail instructions assuming such risks. HLIB shall not held liable for any losses, damages, expenses, claims or liabilities suffered by me as a result of HLIB acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instruction appear on verification to be or purport to be in accordance with my specimen signature.

27. The declaration in the Application Form and the Terms and Conditions herein shall be deemed to be a valid agreement binding on the Client. The Client shall, if so requested by HLIB, execute a formal agreement relating to the same.
28. The Client may not assign any of its rights including to any credit balances in its Client's Account(s), or obligations without the prior written consent of HLIB. HLIB may assign its rights interests and obligations hereunder without the consent of the Client.
29. In the event of any inconsistency in the terms and conditions and/or any interpretations thereof between the various versions, the English version shall prevail.

30. **FATCA**

30.1 Notwithstanding anything to the contrary herein contained:

- a. Any payment made by, or on behalf of HLIB (the "Payor") to, or for the benefit of, Client (the "Payee") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;
- b. If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and
- c. The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"FATCA" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

31. **ANTI-BRIBERY, ANTI-CORRUPTION AND WHISTLEBLOWING REPRESENTATIONS AND UNDERTAKINGS**

- a. The Client acknowledges that HLIB practices a zero-tolerance position towards any form of bribery and corruption in line with its Anti-Bribery and Corruption Policy (available at <https://www.hlebroking.com/v3/>) ("ABC Policy") and does not condone or consent to the Client corruptly authorising, giving, agreeing to give, promising, offering, soliciting, receiving, or agreeing to receive any gratification (as defined in the Malaysian Anti-Corruption Commission Act 2009) whether for the benefit of itself or of another person, including HLIB.
- b. The Client shall, and shall cause its directors, officers, employees, agents and contractors to comply with HLIB's ABC Policy and all applicable anti-bribery and corruption laws and regulations ("Anti-Bribery Laws").
- c. The Client shall immediately notify HLIB of any non-compliance or attempted non-compliance with HLIB's ABC Policy and/or Anti-Bribery Laws affecting HLIB]. The Client may also report the same through HLIB's whistleblowing channel available at <https://www.hlebroking.com/v3/>.
- d. If the Client or his contractors is in non-compliance with or has breached HLIB's ABC Policy and/or Anti-Bribery Laws, HLIB shall be entitled to terminate this agreement with immediate effect and without prejudice to any other rights or remedies of HLIB under this agreement or any applicable law.

**PART B**

**PRIVACY POLICY**

This Notice on Personal Data is issued to all Hong Leong Investment Bank Berhad ("HLIB")'s customers pursuant to the requirements of the Personal Data Protection Act 2010 ("PDPA"), from whom personal data have been and/or may in future be collected. The term "personal data" refers to information relating directly or indirectly to customers from which they can be identified or are identifiable and includes any sensitive personal data and expression of opinion about them.

**1. Personal Data Confidentiality**

- 1.1 Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd and HLIB Nominees (Asing) Sdn Bhd (hereinafter collectively referred to as 'the Bank') strive to protect the confidentiality of the personal information ('data') of customers, business counterparts and any personal data of other individuals that may be provided to the Bank (hereinafter collectively referred to as 'data subjects'), that has been provided to the Bank. This Policy is accordingly addressed to these data subjects in the jurisdiction of Malaysia.
- 1.2 This Policy is developed to assist you, as a data subject, in understanding how we collect, disclose, transfer and store your personal information and how we intend to deliver the rights and protection that you are entitled to.
- 1.3 Ensuring the security of your personal information is our priority. We strive to protect the confidentiality of this information by maintaining appropriate physical, electronic, and procedural safeguards. We invest in systems and infrastructure to minimize any risks of compromising data security. Each of our employees is also bound by our Code of Conduct and Ethics which requires them to maintain customer confidentiality.

1.4 When we use other companies to provide services to our customers on our behalf ('service providers'), we also require them to protect the confidentiality of your personal information that they may receive.

1.5 In relation to Clause 1.4 above and Clause 4.2 below, please understand that we will only share your information with our service providers and business partners in accordance with this Policy.

## **2. Choice to Supply Personal Data**

2.1 As a data subject of the Bank, you are provided opportunities to make choices. We encourage you to make choices that enable us to provide you with quality products and services that help you to meet your financial needs and objectives.

2.2 The collection of data by the Bank may be mandatory or voluntary/optional in nature in order to establish or continue to enjoy the Bank's financial services and/or establish any other business relationships with the Bank.

2.3 It is necessary for you to provide data which are mandatory. If you choose not to supply such data, this may result in the Bank being unable to provide products and/or services or otherwise deal with you.

2.4 We endeavour to keep you informed of the latest marketing and promotional offers that we feel would be useful and beneficial to you. These may include programs you may find valuable in helping you manage your account; such as product or service upgrades, credit line increases and other benefits.

2.5 However, you can choose not to receive these marketing and promotional offers. You can do so by informing the Bank. Your request will be processed and no fees will be charged.

## **3. Types of Personal Data Collected**

3.1 Personal data is described by the Personal Data Protection Act 2010 as information relating directly or indirectly to an individual who is identified or can be identified from that information.

3.2 The types of personal data collected may vary according to the business relationship that is established. Data collected may include the following:-

- data collected on applications or other forms or as provided by you, such as name, IC number or passport number (for foreigners), address, e-mail address, telephone number, race, occupation, financial position such as assets and income, investment objectives, employer's details, family members and personal information about them and such other information as may be relevant for your application;
- data about your transactions with the Bank, its service providers, business partners or third parties, such as account balances, payment history, and account activity;
- data from credit bureau reports;
- data from credit reporting agencies;
- data from governmental agencies, regulatory and statutory authorities;
- data from your joint account holder(s) and/or parties providing security for your facilities;
- data obtained from your access to the Bank's web server, for example, by the use of cookies, i.e. small text files, sent by the Bank's server to your system when you access the Bank's server; and
- data from publicly available sources.

## **4. Use of Personal Data**

4.1 The Bank collects your data for the provision of financial services or products requested by you in order to meet your financial needs and objectives.

4.2 In addition to the above, the Bank may also make arrangements with business partners to jointly develop products and services or launch marketing campaigns that may involve the sharing of your personal information.

4.3 Your personal data may be used or processed by the Bank or the Bank's service providers for the following purposes:-

- to establish a relationship between you and the Bank and/or companies related to or affiliated to the Bank, the Bank's service providers and business partners;
- to process applications for products and services;
- to evaluate and monitor credit worthiness;
- for evaluation and due diligence purposes;
- for carrying out your instructions and the provision of products and services to you, whether provided personally or through telephone or electronic means, including processing of receipts and payments;
- for data processing purposes;
- to evaluate and monitor provision of services;
- to respond to inquiries from you;
- to understand your needs and offering products and services to meet those needs;
- for the research and development of products and services for customers' use;
- to allow the Bank, the Bank's related and/or affiliated companies, service providers and business partners to promote their products and services;
- for debt collection purposes;
- for enforcement of our rights and obligations of other parties to us and/or our affiliates;
- operating internal controls including determining amounts owed to or by you, payment to or collection of such amounts from you and from any persons providing security for your obligations and enforcing any charge or other security granted by or for you in respect of the Bank's product and services;
- to enable a party to evaluate any actual or proposed assignment, participation, sub-participation and/or novation of our rights and/or obligations;
- to meet legal and regulatory requirements, which may include disclosure, notification and record retention requirements;
- To maintain and protect our offices;
- for audit and risk management;
- for any transfer or proposed transfer of any part of the Bank's interests, obligations, business and/or operations;

- for such other purposes as permitted by applicable law or with your consent; and
- for all other purposes incidental and associated with any of the above.

## 5. Disclosure of Personal Data

5.1 For the purposes above, your personal data may be provided by the Bank to:-

- any person under a duty of confidentiality to the Bank or to companies related to or affiliated to the Bank;
- companies related to or affiliated to the Bank (whether such company operates in Malaysia or elsewhere);
- Bank Negara Malaysia, Securities Commission Malaysia and any financial institution granting or intending to grant any credit facilities to you, any central credit bureau established or approved by Bank Negara Malaysia, any other relevant authority as may be authorized by law to obtain information about you, authorities/agencies established by Bank Negara Malaysia and/or any other person as may be authorised by law or any governmental authority and/or regulatory authority and/or any industry related association;
- any relevant agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, management, audit or other services to the Bank;
- any banking, financial or other institution with which you have or propose to have dealings with;
- any credit reference/reporting agency or debt collection agencies;
- lawyers, auditors, tax advisors, investment banks and other professional advisors which is restricted to the nature of the business relationship in which you are involved in with the Bank;
- Bursa Malaysia related entities and the Personal Data Notices of the relevant Bursa Malaysia related entity(ies) shall also apply to your personal data. Please refer to the Bursa Malaysia website for copies of the applicable Personal Data Notices;
- Any of your security providers or any party intending to provide security in respect of the facilities/services applied for;
- any person or corporation to whom the Bank transfers or proposes to transfer any part of its interests, obligations, business and/or operations;
- any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by the Bank to you;
- any person by whom the Bank is required by applicable legal, governmental or regulatory requirements to make disclosure; or
- any other person reasonably requiring the same in order for the Bank to carry out the activities set out in the above purposes.

The Bank may disclose data to any or all of the parties stated above and may if necessary, do so notwithstanding the recipient's place of business is outside Malaysia, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or in part outside Malaysia.

## 6. Data Subject's Obligations

6.1 You are responsible for providing accurate and complete information to the Bank about yourself and any other person whose personal information you provide us and for updating this personal information as and when it becomes incorrect or out of date by contacting the Personal Data Protection Officer via the contact details provided below.

6.2 In the event you may need to provide the Bank with personal information relating to third parties (for example about your spouse or children or the authorised persons or directors from an organisation or company) in connection with the financial services or products requested by you, you confirm that you have (i) obtained such individuals' consent or are otherwise entitled to provide the individuals' personal information to the Bank for the Bank to process and use accordingly, and (ii) informed the relevant individuals of the Bank's policy on personal data and referred them to the Bank's Privacy Policy at <http://www.hlib.com.my> or <https://www.hlebroking.com/v3/>.

## 7. Right to Access, Transmit and Correct Personal Data

7.1 You are entitled to ask whether the Bank holds data on you and to request (i) access; (ii) transmission; and/or (iii) correction of any such data held. You will be required to fill up a form and a reasonable administrative fee may be charged for processing each request.

7.2 If you wish to make any such request(s) stated above, please contact our Data Protection Officer via:

- (i) Phone: 03-2083 1800; or
- (ii) Email: [dpo@hlib.hongleong.com.my](mailto:dpo@hlib.hongleong.com.my)

and we will facilitate the fulfillment of your request as soon as possible

## 8. Amendments to this Privacy Policy

8.1 This Policy may be reviewed and amended from time to time. We will communicate such changes along with the updated Policy on the Bank's website (<http://www.hlib.com.my> or <https://www.hlebroking.com/v3/>), and/or other appropriate communication means as may be determined by the Bank.

## 9. Contact Details of Data Protection Officers

<b>Name</b>	Sharan Kaur Jaswant Singh	Leong Li Fen
<b>Position</b>	Head of Legal and Acting Head of Compliance	Head of Settlements
<b>Phone number</b>	03-2083 1800	
<b>Email</b>	<a href="mailto:dpo@hlib.hongleong.com.my">dpo@hlib.hongleong.com.my</a>	

# DASAR PRIVASI

## 1. Kerahsiaan Data Peribadi

1.1 Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd dan HLIB Nominees (Asing) Sdn Bhd (dengan ini dirujuk secara kolektif sebagai 'Pihak Bank') berusaha untuk melindungi kerahsiaan data peribadi ('data') pelanggan, rakan

perniagaan dan mana-mana data peribadi individu lain yang diberikan kepada Bank (dengan ini dirujuk secara kolektif sebagai 'subjek data'), yang telah diberikan kepada Pihak Bank. Dasar ini ditujukan kepada subjek data dalam bidang kuasa Malaysia.

- 1.2 Dasar ini adalah bertujuan untuk membantu anda, sebagai subjek data, untuk memahami bagaimana kami mengumpul, mendedah, memindah dan menyimpan maklumat peribadi anda dan bagaimana kami akan memberikan hak dan perlindungan yang wajar diterima oleh anda.
- 1.3 Memastikan keselamatan data peribadi anda adalah keutamaan kami. Kami akan berusaha untuk melindungi kerahsiaan maklumat ini dengan memastikan adanya perlindungan yang sesuai dari segi fizikal, elektronik dan prosedur. Kami membuat pelaburan dalam sistem dan infrastruktur bagi mengurangkan risiko keselamatan data daripada dikompromi. Setiap pekerja kami juga terikat dengan Kod Kelakuan dan Etika yang mewajibkan mereka untuk memelihara kerahsiaan maklumat pelanggan.
- 1.4 Apabila kami menggunakan syarikat lain ('pembekal perkhidmatan') untuk memberikan perkhidmatan kepada pelanggan-pelanggan kami, kami juga akan mewajibkan mereka untuk melindungi kerahsiaan data peribadi anda yang mungkin diperolehi oleh mereka.
- 1.5 Berhubung dengan klausa 1.4 di atas dan klausa 4.2 di bawah, adalah diharapkan anda memahami bahawa kami akan hanya berkongsi maklumat anda dengan pembekal perkhidmatan dan rakan perniagaan kami mengikut kandungan Dasar ini.

## **2. Pilihan untuk Memberi Data Peribadi**

- 2.1 Sebagai subjek data, anda diberi peluang untuk membuat pilihan. Kami menggalakkan anda untuk membuat pilihan yang membolehkan kami memberikan produk dan perkhidmatan yang berkualiti yang akan membantu anda memenuhi keperluan dan objektif kewangan anda.
- 2.2 Data yang dikumpulkan oleh Pihak Bank terbahagi kepada data yang wajib diberi atau sukarela/opsional bagi membolehkan anda mendapat atau terus memperoleh khidmat kewangan dari Pihak Bank dan/atau berhubung dengan Pihak Bank untuk apa-apa urusan perniagaan.
- 2.3 Adalah perlu bagi anda untuk memberikan data yang wajib. Sekiranya anda memilih untuk tidak memberikan data tersebut, Pihak Bank mungkin tidak akan dapat menawarkan produk dan/atau perkhidmatan ataupun berurusan dengan anda.
- 2.4 Kami akan berusaha untuk memastikan anda sentiasa dimaklumkan mengenai tawaran pemasaran dan promosi terkini yang mungkin berguna dan bermanfaat untuk anda. Ini termasuk program-program yang mungkin berguna dalam membantu anda menguruskan akaun anda; sebagai contoh menaiktaraf perkhidmatan, penambahan had kredit/pembiayaan dan manfaat-manfaat lain.
- 2.5 Walaubagaimanapun, anda boleh memilih untuk tidak menerima tawaran-tawaran pemasaran dan promosi ini. Anda boleh berbuat demikian dengan memberitahu Pihak Bank. Permintaan anda akan diproses dan tiada sebarang bayaran akan dikenakan.

## **3. Jenis-jenis Data Peribadi yang Dikumpul**

- 3.1 Data peribadi ditakrif di bawah Akta Perlindungan Data Peribadi 2010 sebagai maklumat yang berkaitan, sama ada secara langsung atau tidak langsung, mengenai seseorang individu yang dikenal pasti atau yang boleh dikenal pasti melalui maklumat tersebut.
- 3.2 Jenis-jenis data peribadi yang dikumpul mungkin berbeza bergantung kepada urusan perniagaan yang dibuat. Data yang dikumpul adalah seperti berikut:
  - Data yang diambil di dalam permohonan atau borang-borang lain atau sepertimana yang diberikan oleh anda, seperti nama, nombor kad pengenalan atau passport (untuk warga asing), alamat, alamat emel, nombor telefon, bangsa, pekerjaan, kedudukan kewangan seperti aset dan pendapatan, objektif pelaburan, maklumat majikan, ahli keluarga dan maklumat peribadi berkenaan mereka dan maklumat-maklumat lain yang mungkin berkaitan dengan permohonan anda;
  - Data berkaitan dengan transaksi anda dengan Pihak Bank, pembekal perkhidmatan, rakan perniagaan atau pihak ketiga, seperti baki akaun, rekod bayaran dan aktiviti akaun;
  - Data dari laporan-laporan biro kredit;
  - Data dari agensi laporan kredit;
  - Data dari agensi kerajaan, pihak berkuasa undang-undang dan berkanun;
  - Data daripada pemegang akaun bersama anda dan/atau pihak yang memberi perlindungan kepada kemudahan-kemudahan anda;
  - Data yang diperolehi melalui akses anda kepada komputer induk (server) Pihak Bank, contohnya, dengan menggunakan 'cookies', i.e. fail-fail teks kecil, yang dihantar oleh server Pihak Bank ke sistem anda apabila anda mengakses ke server Pihak Bank; dan
  - Data yang didapati dari sumber-sumber awam.

## **4. Penggunaan Data Peribadi**

- 4.1 Pihak Bank mengumpul maklumat anda untuk tujuan memberikan perkhidmatan kewangan atau produk-produk yang dipohon oleh anda untuk memenuhi keperluan dan objektif kewangan anda.
- 4.2 Pihak Bank juga boleh berurusan dengan rakan-rakan perniagaan untuk membangunkan, secara usahasama, produk dan perkhidmatan atau melancarkan kempen-kempen pemasaran yang mungkin melibatkan perkongsian data peribadi anda.
- 4.3 Data peribadi anda boleh diguna atau diproses oleh Pihak Bank atau pembekal perkhidmatan Pihak Bank untuk tujuan-tujuan berikut:
  - Untuk urusan perniagaan di antara anda dan Pihak Bank dan/atau syarikat-syarikat berkaitan dengan atau yang bergabung dengan Pihak Bank, pembekal perkhidmatan dan rakan-rakan niaga Pihak Bank;
  - Untuk memproses permohonan-permohonan untuk produk dan perkhidmatan;
  - Untuk menilai dan memantau keupayaan kredit/pembiayaan;
  - Untuk tujuan penilaian dan usaha wajar;
  - Untuk melaksanakan arahan anda dan untuk tujuan penyediaan produk dan perkhidmatan kepada anda, sama ada diberikan secara bersemuka atau melalui medium telefon atau elektronik, termasuk untuk pemprosesan resit dan bayaran;
  - Untuk tujuan pemprosesan data;
  - Untuk menilai dan memantau pemberian perkhidmatan;
  - Untuk memberi respon kepada pertanyaan-pertanyaan dari pihak anda;
  - Untuk memahami keperluan anda dan menawarkan produk dan perkhidmatan yang memenuhi keperluan tersebut;
  - Untuk tujuan kajian dan pembangunan bagi produk dan perkhidmatan untuk kegunaan pelanggan;

- Untuk membolehkan Pihak Bank, syarikat-syarikat berkaitan dan/atau berhubung dengan Pihak Bank, pembekal perkhidmatan dan rakan-rakan perniagaan untuk mempromosi produk dan perkhidmatan mereka;
- Untuk tujuan pengutipan hutang;
- Untuk tujuan menguatkuasakan hak-hak dan kewajipan kami daripada pihak lain ke atas kami dan/atau sekutu-sekutu kami;
- Untuk menjalankan operasi kawalan termasuk menentukan jumlah yang terutang kepada atau oleh anda, pembayaran kepada atau koleksi apa-apa daripada anda dan dari mana-mana orang yang menyediakan jaminan bagi kewajipan anda dan menguatkuasakan apa-apa caj atau sekuriti lain yang diberikan oleh atau untuk anda berhubung dengan produk dan perkhidmatan Bank;
- Untuk membolehkan sesebuah pihak untuk menilai sebarang tugas sebenar atau dicadangkan, penyertaan, sub-penyertaan dan/atau novasi hak-hak dan/atau kewajipan kami;
- Untuk mematuhi keperluan undang-undang dan peraturan, yang mungkin melibatkan pendedahan, notifikasi dan penyimpanan rekod;
- Untuk mengekalkan dan melindungi pejabat-pejabat kami;
- Untuk tujuan audit dan pengurusan risiko;
- Untuk tujuan pemindahan atau cadangan pemindahan mana-mana bahagian kepentingan, kewajipan, bisnes dan/atau operasi Pihak Bank.
- Untuk apa-apa tujuan lain yang dibenarkan oleh undang-undang yang berkenaan atau dengan kebenaran anda; dan
- Untuk semua tujuan-tujuan lain yang bersampingan dan berkaitan dengan mana-mana di atas.

## 5. Penzahiran Data Peribadi

5.1 Bagi tujuan-tujuan di atas, data peribadi anda mungkin boleh diberikan oleh Pihak Bank kepada:

- Mana-mana pihak yang mempunyai kewajipan kerahsiaan dengan Pihak Bank atau kepada syarikat-syarikat berkaitan atau yang berhubung dengan Pihak Bank;
- Syarikat-syarikat yang berkaitan atau berhubung dengan Pihak Bank (sama ada syarikat tersebut beroperasi di Malaysia atau di tempat lain);
- Bank Negara Malaysia, Securities Commission Malaysia dan mana-mana institusi kewangan yang memberi atau berhasrat untuk memberi sebarang kemudahan kredit/pembiayaan kepada anda, mana-mana biro kredit pusat yang ditubuhkan atau diluluskan oleh Bank Negara Malaysia, mana-mana pihak berkuasa berkenaan yang diberi kuasa melalui undang-undang untuk memperoleh maklumat kamu, pihak berkuasa/agensi yang ditubuhkan oleh Bank Negara Malaysia dan/atau mana-mana pihak yang diberi kuasa oleh undang-undang atau mana-mana pihak berkuasa kerajaan dan/atau pihak berkuasa kawal selia dan/atau mana-mana persatuan berkaitan industri;
- Mana-mana ejen berkaitan, kontraktor atau pembekal perkhidmatan pihak ketiga yang menyediakan khidmat pentadbiran, telekomunikasi, komputer, pembayaran, penjelasan sekuriti, pengurusan, audit atau perkhidmatan-perkhidmatan lain kepada Pihak Bank;
- Mana-mana institusi perbankan, kewangan atau institusi lain yang mana anda sedang atau bercadang untuk berurusan dengannya;
- Mana-mana agensi rujukan/pelaporan kredit atau agensi-agensi kutipan hutang;
- Peguam, juruaudit, penasihat cukai, bank-bank pelaburan dan penasihat-penasihat profesional lain yang terhad kepada hubungan perniagaan di mana anda terlibat bersama dengan Pihak Bank;
- Entiti Bursa Malaysia yang berkaitan dan Notis Data Peribadi entiti yang berkaitan Bursa Malaysia yang relevan hendaklah juga terpakai bagi data peribadi anda. Sila rujuk kepada laman web Bursa Malaysia untuk salinan Notis Data Peribadi berkenaan;
- Mana-mana penyedia sekuriti anda atau mana-mana pihak yang bercadang untuk menyediakan jaminan berkenaan dengan kemudahan / perkhidmatan yang dipohon;
- Mana-mana orang perseorangan atau korporat di mana Pihak Bank memindahkan atau bercadang untuk memindahkan kepadanya mana-mana bahagian kepentingan, obligasi, perniagaan dan/atau operasinya;
- Mana-mana penama, pemegang amanah, pemegang amanah bersama, depository sekuriti berpusat atau pendaftar, penjaga, ejen hartanah, peguam atau orang lain yang terlibat dengan penyediaan perkhidmatan dan produk oleh Pihak Bank kepada anda;
- Mana-mana pihak yang perlu dibuat penzahiran oleh Pihak Bank seperti yang dituntut oleh undang-undang, kerajaan atau badan kawal selia yang berkenaan; atau
- kepada mana-mana pihak lain yang memerlukan maklumat seumpamanya secara munasabah untuk membolehkan Pihak Bank menjalankan aktiviti-aktiviti yang dinyatakan seperti di atas.

Pihak Bank boleh menzahirkan Data kepada mana-mana atau semua pihak yang dinyatakan di atas dan jika perlu, mungkin akan berbuat demikian walaupun tempat perniagaan penerima data adalah di luar Malaysia atau maklumat tersebut yang berikutan dengan penzahiran akan dikumpul, dipegang, diproses atau digunakan oleh penerima data tersebut secara keseluruhannya atau sebahagiannya di luar Malaysia.

## 6. Kewajipan Subjek Data

- 6.1 Anda bertanggungjawab memberikan maklumat yang tepat dan lengkap kepada Pihak Bank mengenai diri anda dan mengenai mana-mana individu di mana anda membekalkan maklumat peribadi mereka kepada Pihak Bank dan untuk mengemaskinikan maklumat peribadi tersebut jika dan apabila ia menjadi tidak betul atau tidak terkini dengan menghubungi Pegawai Perlindungan Data Peribadi melalui butir-butir untuk menghubungi kami yang dinyatakan di bawah.
- 6.2 Jika anda perlu memberi Pihak Bank maklumat peribadi berkaitan dengan pihak-pihak ketiga (contohnya mengenai suami atau isteri atau anak-anak anda, atau orang yang diberi kuasa atau pengarah daripada organisasi atau syarikat) yang berkaitan dengan perkhidmatan kewangan atau produk yang diminta oleh anda, anda mengesahkan bahawa anda telah (i) mendapatkan kebenaran individu tersebut atau sebaliknya anda berhak memberi maklumat peribadi mereka kepada Pihak Bank dan untuk Pihak Bank memproses dan menggunakan maklumat peribadi tersebut dengan sewajarnya, dan (ii) memberitahu individu yang berkenaan polisi data peribadi Pihak Bank dan merujuk mereka kepada Dasar Privasi Pihak Bank di <http://www.hlib.com.my> atau <https://www.hlebroking.com/v3/>.

## 7. Hak untuk Mengakses, Menghantar dan Memperbetul Data Peribadi

- 7.1 Anda mempunyai hak untuk bertanya sama ada Pihak Bank menyimpan data anda dan untuk meminta (i) akses; (ii) penghantaran; dan/atau (iii) pembetulan data yang disimpan. Anda dikehendaki untuk mengisi borang dan bayaran pentadbiran yang munasabah boleh dikenakan bagi memproses setiap permintaan data.
- 7.2 Jika anda ingin membuat sebarang permintaan tersebut di atas, sila hubungi Pegawai Perlindungan Data kita melalui:
- (i) Telefon: 03-2083 1800; atau
  - (ii) Emel: [dpo@hlib.hongleong.com.my](mailto:dpo@hlib.hongleong.com.my)

dan kami akan memudahkan permintaan anda secepat mungkin.

## 8. Pindaan kepada Dasar Privasi

- 8.1 Dasar ini boleh dikaji dan dipinda semula dari semasa ke semasa. Kami akan memberitahu sebarang perubahan bersama dengan Dasar yang dikemaskini melalui laman web Pihak Bank (<http://www.hlib.com.my> atau <https://www.hlebroking.com/v3/>), dan/atau melalui medium komunikasi yang sesuai seperti yang ditentukan oleh Pihak Bank.

## 9. Butiran Hubungan Pegawai-pegawai Perlindungan Data

<b>Nama</b>	Sharan Kaur Jaswant Singh	Leong Li Fen
<b>Jawatan</b>	Head of Legal and Acting Head of Compliance	Head of Settlements
<b>Nombor Telefon</b>	03-2083 1800	
<b>Emel</b>	dpo@hlib.hongleong.com.my	

## PART C

### STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

1. The Statement is provided to you in accordance with the directive of the Committee of the Bursa Malaysia Securities Berhad dated 6 December 1994 pursuant to Article 50 (c) of the Articles of Exchange.
2. The purpose of this statement is to inform you that the risk of loss in purchasing structured warrants can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants you should be aware of the following:-
  - a) The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
  - b) In order to realize any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
  - c) Under certain conditions, it may become difficult to sell the structured warrants;
  - d) Upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;
  - e) Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; and
  - f) The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gain.
3. This brief statement cannot disclose all the risk and other aspects of purchasing structured warrants. You should therefore carefully study the Terms and Conditions of any structured warrant before you decide to purchase. If you are in doubt in relation to any aspect of the statement or the terms of structured warrant, you should consult your broker.

## PART D

### CONTRA GUIDELINES

1. Settlement by Client by way of "contra" for setting-off outstanding purchase positions against outstanding sale positions of the same securities done on Ready Basis contracts may be allowed at the discretion of HLIB, subject to the following terms and conditions:-
  - (a) Settlement by way of contra is not permitted for securities which have been declared by Bursa Malaysia Securities Berhad as "Designated Securities" or have trading restrictions imposed on them or for contracts done on an Immediate Basis.
  - (b) Any sales made up to the due date (as specified by the laws then being in force which are subject to changes from time to time) for the outstanding purchases as prescribed by the relevant authorities will be auto-contra on a first-in first-out (FIFO) basis.
  - (c) Notwithstanding item 1(b) of the Contra Guidelines, outstanding purchases shall auto-contra against outstanding sales transactions of the same securities which are transacted on the same date.
  - (d) Purchase positions on Ready Basis contracts that remain unsettled after the due date as prescribed by the relevant authorities, will be closed off and force-sold on the next market day.
  - (e) All contra gains due to the Client will be used to set off against the Client's outstanding debts including contra losses and interest accrued thereon. Any resulting contra gain will be paid within the period as prescribed by the relevant authorities.
  - (f) HLIB may impose contra charges for the facilitating settlement by way of contra.
2. The above Contra Guidelines are subject to changes from time to time by the relevant authorities and/or at the discretion of HLIB. The Client is advised to obtain the latest schedule of due dates and payment time frame from HLIB.

## PART E

### LETTER OF AUTHORISATION

I hereby authorize and empower my dealer's representative and/or other persons whom my dealer's representative authorises to carry out the following functions in my behalf or otherwise in the name of the abovenamed Representatives to do and execute either jointly or severally as and when the Representatives shall either jointly or severally deem fit :-

- a) To collect cheques and monies payable to me from you.
- b) To make payment to you for securities purchased by me.
- c) To carry out all any other matters relating to my trading activities with you.
- d) To substitute and appoint from time to time one or more other person as my representative(s) with the same power or more limited powers and such substitute(s) or appointee(s) shall be entitled to remove and to appoint such other representatives.

In consideration of you allowing me to trade under the Trading Account with you and acknowledging this Letter of Authorization, I hereby agree to the following :-

- 1) I will not make any claims against you for all and any matters relating to this Letter of Authorization;
- 2) I declare that you shall not be held liable or responsible to me for any loss or damage howsoever and whatsoever arising as result of any act, neglect, omission or negligence of the Representatives or any of them in their execution of their powers under this Letter of Authorization.
- 3) I shall at all times unconditionally and irrevocably undertake to fully and effectively indemnify you and keep you fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs and expenses whatsoever made, taken brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever (including without limitation arising from any negligent act or omission on your part or on the part of your agents, employees or servants) against or by you to any person arising out of or incidental to this Letter of Authorization; and
- 4) I declare that this Letter of Authorization being given for valuable consideration shall be valid until written revocation is given by me to you and duly acknowledged by you or any of your authorized officers.
- 5) I will ratify and confirm all and whatsoever the Representatives shall do in the premises by virtue of these presents.
- 6) Failure or delay on your part to insist in any one or more instances upon performance of any provisions of this Letter of Authorization shall not be construed as a waiver or relinquishment of any of your right to future performance of such provision and my obligation in respect of such future performance shall continue in full force and effect.
- 7) In the event that anyone or more of the provisions contained in this Letter of Authorization shall of any reason be held to be not enforceable, illegal or otherwise invalid in any respect under the law governing this Letter of Authorization (being the laws of Malaysia) or its performance, such unenforceability, illegality or invalidity shall not affect any other provision of this Letter of Authorization and this Letter of Authorization shall then be construed as if such unenforceable, illegal or invalidity provisions had never been contained herein.

## **PART F**

### **TERMS & CONDITIONS FOR ACCESS TO AND USAGE OF ELECTRONIC INVESTOR SERVICES**

YOUR ACCESS OR USE OF THE HLeBROKING WEBSITE OR SERVICE SHALL MEAN THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE Terms & Conditions. By accessing or using the HLeBroking website or services you also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept the Terms & Conditions. If you do not agree to the Terms & Conditions, you are not authorized to use the HLeBroking website or services.

HLeBROKING has introduced a system of electronic investor services known as HLeBroking ("the Service") provided through an internet portal operated by HLeBROKING or other provider(s) from time to time which offer access to stockbroking services provided by HLeBROKING. The Service shall be utilised through media agreed by HLeBROKING from time to time for the purpose of trading of shares and stocks listed on the Bursa Malaysia Securities Berhad ("BMSB") through HLeBROKING, exclusively for the use by its clients. The Client shall continue to be bound by the terms and conditions ("Terms & Conditions") as set out below notwithstanding that HLeBROKING may at its absolute discretion approve the use of the Service by the Client through any other medium of communication as may be introduced by HLeBROKING from time to time.

Notwithstanding the generality of the foregoing provision, HLeBROKING may at its absolute discretion approve or otherwise reject the above application(s) without having to provide any reason whatsoever.

#### **1. The Service**

1.1 HLeBroking comprise the following services:-

- a) access to real-time quotes;
- b) the placing of orders to buy or sell securities;
- c) the cancellation or amendment of orders provided such orders have yet to be executed;
- d) the review of business done and inquiry of status of orders;
- e) access to key market indicators;
- f) access to news and views;
- g) facility to change password; and
- h) any other facilities that may be introduced by HLeBROKING from time to time at its absolute discretion.

The term "Password" includes log-on password, User ID and client code.

- 1.2 In consideration of the Client paying to HLIB the Fees pursuant to Clause 10 herein and complying with the Terms & Conditions, HLIB will provide the Client any one or more of the services set out in Clause 1.1, provided always, HLIB may at its absolute discretion impose any restriction to or deny the Client access to any such service from time to time.
- 1.3 The client shall utilise the service solely for the client's own purpose and not extend for use by a third party.
- 1.4 HLIB may at any time and from time to time, vary or change the list of services in Clause 1.1 at its absolute discretion without giving any notice thereof to the Client.

## **2. Media of Service**

- 2.1 The Client shall utilise the Service through any medium of communication which HLIB may, in its absolute discretion specify, adapt or introduce for use to its clients from time to time.
- 2.2 HLIB shall not be responsible for any disruption in the provision of the Service due to any malfunction or other failure in performance of any medium of communication used by the Client.
- 2.3 The Client shall at its own cost and expense be solely responsible for obtaining and/or procuring access to the Internet, as well as all telecommunications lines, equipment, electricity supply and other utilities required or necessary for the Client's access and/or use of the Service.

## **3. Trading Orders from the Client**

- 3.1 No trading orders from the Client shall be deemed to be valid and effective unless it is actually received and accepted by HLIB and written confirmation of business done of an order ("Business Done") is subsequently received by the Client either by telephone or addressed to the Client's e-mail address as stated in the Application Form herein (or as hereafter notified by the Client from time to time) or published on the designated forum provided in the Service and the Client shall have no claim against HLIB in respect of any losses, liabilities, costs and/or expenses resulting from any failure by HLIB to receive the Client's instructions as aforesaid.

## **4. No Guarantee or Warranty**

- 4.1 The information provided through the Service has been independently obtained by HLIB only for information of the Client through sources, including authorised dissemination agents of the BMSB, believed by HLIB to be reliable at the relevant times. HLIB does not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of such information provided thereof. There may be delays, omissions or inaccuracies in the information provided through the Service for which HLIB shall not be held responsible.
- 4.2 Neither HLIB nor its sources of information shall be liable for the failure to ensure the correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Client or any other persons whomsoever in direct or indirect reliance upon such information or for any interruption in the dissemination of any data, information or any other aspect of the Service for any reason whatsoever.
- 4.3 HLIB does not warrant the merchantability or fitness for a particular use and gives no other warranty or guarantee of any kind, expressed or implied, regarding the information furnished through the Service or any other aspect of the Service.

## **5. Limitation of Liability**

- 5.1 In addition to and not in derogation of any other terms of the Terms & Conditions, HLIB shall not in any event be liable to the Client or any other party having access to the Service whether with or without HLIB's consent for any direct, consequential, incidental, special or indirect losses or damages (including but not limited to loss of profits, trading losses and damages) arising from, inter alia, any delay or disruption in the use of the Service, or by the failure or alleged failure of HLIB to execute or cancel or amend any buy and sell orders, notwithstanding that HLIB had been advised of the possibility of the same.
- 5.2 HLIB shall not be liable for any loss arising from a cause outside its reasonable control, any action or omission by the relevant authorities in exercise of their regulatory or supervisory functions, or for failure by the electronic/telecommunication service provider or any third party to meet its obligations to the Client for any reasons whatsoever and however arising including failure of electronic or mechanical equipment or communication/telephone lines or other interconnected problems, unauthorised access, theft, unauthorised use of Password, operator error, weather, earthquakes, strikes or other labour problems.
- 5.3 HLIB shall not be responsible for any failure to provide the Service, including the execution of any order arising out of any restrictions imposed on any of the Client's account(s) ("Client's Account") with HLIB.
- 5.4 The liability of HLIB to the Client arising out of any claim whatsoever in relation to the Service and its use of the information provided thereunder which is not covered in the Terms & Conditions, will not exceed the monthly fee payable by the Client under Clause 10 hereof.

## **6. Title to Information/Proprietary Rights**

- 6.1 All information provided by HLIB through the Service or in connection thereof from time to time (including without limitation all information, programme or data made available for purposes of on-line downloading at the Client's end) and the User Guide (if any) supplied by HLIB is the exclusive property of HLIB. The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information in any manner whatsoever without the prior written consent of HLIB nor use the information for any illegal or other purpose not permitted by HLIB.
- 6.2 The Client shall protect HLIB's contractual and statutory rights in or to the information furnished through the Service and shall immediately comply with all written or other forms of requests from HLIB as HLIB deems necessary to protect HLIB's rights.

## **7. Client's Sole Risk**

- 7.1 Neither the Service nor the information provided thereunder is intended to amount to or constitute financial, investment, tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by HLIB and the Service shall not be construed as amounting to offers, invitations or solicitations to buy or sell or otherwise deal with the securities concerned.
- 7.2 HLIB does not recommend 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 Service and executed by HLIB pursuant thereto are made at the Client's sole and absolute risk.
- 7.3 The BMSB, as the regulatory and supervisory authority of HLIB shall have the right to examine, inspect, scrutinise the Client's terminals for audit and other supervisory purposes as and when the BMSB deems fit. HLIB shall not be liable for any loss or damage that may be suffered as a result of the actions or omissions of the BMSB.

## **8. Notification by Client**

- 8.1 The Client shall notify HLIB immediately and in any event not later than 24 hours from the time it becomes aware of the occurrence of any of the following:-
- any unauthorised use of any of its Password, or of the Service or any information obtained thereunder;
  - any failure to receive a confirmation from HLIB that any order(s) initiated by the Client through the Service has been received and/or executed;
  - any receipt of confirmation of Business Done which the Client did not place or any receipt of inaccurate or conflicting report or information;
  - any disruption in the provision of the Service; and/or
  - any changes in personal particulars including but not limited to the location of the HLeBroking terminal.

## **9. Confidentiality**

- 9.1 The Client shall be responsible for the secrecy, confidentiality and for the use of its Password. The Client further accepts full and absolute responsibility for all orders and transactions entered through and under its Password and any such orders so received by HLIB and any such transactions carried out by any person using the Service by means of the Client's Password, whether authorised or unauthorised and HLIB shall not in any event be liable for any losses, damages, liabilities, costs and/or expenses incurred by the Client arising from or in connection therewith.
- 9.2 The Client shall be solely responsible to review the confirmation of Business Done to ascertain that its orders were correctly received by the dealer's representative(s) 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.
- 9.3 The Client understands and agrees that for the mutual protection of the Client and HLIB, HLIB may electronically record any of the telephone conversation conducted by the Client with HLIB or any of its brokers, dealer's representatives, employees, servants and/or agents.

## **10. Fee**

- 10.1 The Client shall pay all the following fees, cost, charges and expenses ("the Fees") in connection with the Service at the times and in the manner stipulated by HLIB :
- subscription fees, expenses, handling fee, commission, and charges for the Service as HLIB shall stipulate from time to time and all costs (including solicitors fees) if any, incurred by HLIB in collecting any overdue Fees from the Client;
  - legal fees and other expenses incurred by HLIB in the enforcement of HLIB' rights and entitlement under the Terms & Conditions and for the recovery of the monies owed by the Client to HLIB; and
  - interest at prevailing rates as determined by HLIB on debit balances in the Client's Account(s).
- 10.2 HLIB reserves the right at any time and from time to time to impose the Fees or vary the rate of the Fees or vary the time and manner of payment of the Fees without notice. All fees shall be non-refundable, unless HLIB agrees otherwise. The Client authorises HLIB to debit the Client's Account(s) for all Fees due and payable by the Client to HLIB.

## **11. Continuing Security on Asset**

- 11.1 The Client hereby grants HLIB a continuing security interest and/or lien on the assets belonging to the Client in all its accounts with HLIB to secure the timely payment of all Fees owed by it in connection with the Service and any other amounts owing under the Terms & Conditions and that HLIB shall be at liberty to use or dispose of these assets without notice to the Client in whatsoever manner and upon such terms and conditions as HLIB deems fit to secure the full payment of such overdue amounts, subject to any rules of the BMSB or any other relevant authority or under any applicable law in respect of such matter.

## **12. Government Taxes and/or statutory/regulatory imposed charges, fees etc**

- a) For the purpose of this Clause:

"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the sales and services tax, goods and services tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

"Client" means a person or entity who has opened or maintains an account or a facility with Hong Leong Investment Bank Berhad ("HLIB") and/or any other party who has appointed or engaged HLIB for any of its services or facilities.

- b) Unless specifically quoted as inclusive of any Tax, the fees, expenses, costs, charges, handling and administrative charges, service charges, commissions, levy, brokerages and/or all other monies to be paid by the Client to HLIB including any amount representing reimbursements to be paid by the Client to HLIB (“**Applicable Sum**”), shall be exclusive of Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. In the event of any change to the applicable Tax rate, prices which are quoted as inclusive of any Tax shall be adjusted accordingly to take into account such change.
- c) In the event the Client is required by law to make any deduction or withholding from the Applicable Sum and/or all other monies payable to HLIB under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by the Client in respect of which the deduction or withholding is required shall be increased so that the net Applicable Sum and/or the net amount of monies received by HLIB is equal to that which HLIB would otherwise have received had no deduction or withholding been required or made.
- d) The Client shall in addition to the Applicable Sum and/or all other monies payable, pay to HLIB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLIB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.
- e) If at any time an adjustment is made or required to be made between HLIB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by HLIB, a corresponding adjustment may at HLIB's discretion be made as between HLIB and the Client and in such event, any payment necessary to give effect to the adjustment shall be made.
- f) All Tax as shall be payable by the Client to HLIB as herein provided shall be paid at such times and in such manner as shall be requested by the HLIB, failing which the Client shall pay to the HLIB interest at the rate of ten per centum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.
- g) The Client hereby agrees to do all things reasonably requested by HLIB to assist HLIB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to HLIB in assisting HLIB in complying with its obligations under the relevant laws.

### **13. Restriction in Use of Service**

- 13.1 The Client shall not be entitled to use the Service if there exists any restriction whatsoever (including but not limited to cash up-front restriction) on the Client's Account(s) maintained with HLIB, either imposed by HLIB or by any relevant authority.
- 13.2 The availability of the Service by HLIB is subject to the terms and conditions of any and all other agreements entered into between HLIB and the Client.

### **14. Deposit**

- 14.1 HLIB reserves the right to require the Client to place cash and/or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of HLIB to determine the amount and value of deposit payable by the Client and the time and manner for the placement and nature of such deposit and the terms of refund of the same, if applicable.
- 14.2 HLIB shall not be held responsible or be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Client arising from HLIB failure or refusal to provide the Service to the Client or arising from failure refusal or delay by the Client to place such deposit.

### **15. Indemnity**

- 15.1 The Client unconditionally and irrevocably undertakes to fully and effectively indemnify HLIB, its agents and servants and keep each of them 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 client basis) sustained by HLIB due to the execution by HLIB of any buy or sell orders given by the Client or purported to be given by the Client or any other party(ies) using the Client's Password (whether such use is authorised or unauthorised) or having access to the Service and/or to any electronic or telecommunications device thereof at all times whether with or without the Client's consent or any breach or alleged breach or violation by the Client (or its agents or representatives or persons acting under it) of any part of the Terms & Conditions or any third party rights including but not limited to violation of any copyright, proprietary or privacy rights. This obligation to indemnify HLIB shall continue in full force and effect and shall survive the termination of the Service for any reason whatsoever or the suspension, termination or closure of the Client's Account(s).

### **16. Termination of Right of Access**

- 16.1 Notwithstanding anything herein to the contrary, HLIB may in its absolute discretion at any time and for any reason whatsoever (including a breach of any part of the Terms & Conditions or any unauthorised use of the Password), forthwith terminate the Client's right of access to the Service or any portion of the Service without notice and without compensation and without any obligation to give any reason whatsoever.
- 16.2 In the event of termination by HLIB under Clause 16.1, HLIB shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered by the Client as a result of or in connection with such termination and that the Client is liable for all monies due and payable by the Client to HLIB; provided however, where the termination is without cause HLIB may in its absolute discretion refund a prorated portion of any monthly fee already paid to HLIB by the Client.
- 16.3 The Client may terminate the Service by giving HLIB one (1) month's written notice.

## 17. Representation/ Covenants

- 17.1 The Client represents and warrants to HLIB that otherwise as disclosed by the Client to HLIB in writing and accepted by HLIB:-
- a) 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;
  - b) 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;
  - c) the Client is a customer of HLIB and maintains a share trading account with HLIB; and
  - d) the Client is a subscriber or customer of the electronic/telecommunications service provider agreed by HLIB.
- 17.2 The Client undertakes with HLIB that as long as the Client has access to the Service:-
- a) the Client agrees to be bound by the Terms & Conditions as amended from time to time;
  - b) unless otherwise agreed to in writing by HLIB, 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;
  - c) the representations and warranties in Clause 17.1 herein shall remain true and accurate;
  - d) the Client will not do anything to jeopardise the quality, reliability or integrity of the Service;
  - e) the Client shall ensure that there is no unauthorised use of the Password; and
  - f) the Client will comply with all guidelines issued by HLIB in connection with the Service.

## 18. Acknowledgement

- 18.1 The Client acknowledges that HLIB is providing the Service on the basis of the Client's agreement to be bound by the Terms & Conditions.
- 18.2 The Client further acknowledges that the Terms & Conditions constitute the complete statement of its agreement with HLIB and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service notwithstanding if they are contained in any materials provided by HLIB.
- 18.3 The Client hereby acknowledges that the Terms & Conditions shall supercede any prior agreements (whether written or oral, if any) between HLIB and the Client in respect of the Service hereunder. Any such prior agreements are cancelled as at the date stipulated herein.
- 18.4 HLIB' acceptance of the Client's duly executed and affirmed application shall constitute a valid agreement binding on HLIB and the Client based on the declaration and stipulations herein contained, the information in the Application Form and the Terms & Conditions herein as if an agreement under written law relating to dealing in securities has been properly constituted and executed. The acceptance of the Client's application is deemed effective upon such notice being sent by HLIB in accordance with Clause 20. The Client shall, if so requested by HLIB, execute a formal agreement relating to the same.

## 19. Amendments and Modifications

- 19.1 Notwithstanding anything contained herein, HLIB may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Terms & Conditions at any time or from time to time and/or impose additional clauses which shall bind the Client as if the amendments and additional clauses have been originally set out in the Terms & Conditions.

## 20. Notices

- 20.1 Any notice or demand or other document may be sent by HLIB to the Client by any one or more of the following methods :
- a) by registered or ordinary post to the Client's address as stated in the Application Form hereto or the Client's last known address and shall be deemed to have been received two (2) calendar days after the date of posting notwithstanding postal delay of notification;
  - b) by transmitting the same to the Client's email address or via facsimile to the number as stated in the Application Form or the Client's last known email address/fax number known to HLIB and shall be deemed to have been received by the Client immediately upon successful the transmission thereof notwithstanding any delay caused by mechanical or electronic failure or any reasons whatsoever; or
  - c) by publishing such notice in the designated forum provided in the Service and shall be deemed to have been received by the Client immediately upon the date of publishing thereof.
- 20.2 All notices or instructions including any change in the Client's address sent by Client to HLIB shall be in writing and sent by ordinary or registered post or delivered personally to HLIB at its then prevailing place of business (deemed received by HLIB when HLIB had in fact received the same) or transmitted via facsimile or through the designated forum provided in the Service (deemed received by HLIB when HLIB has actual notice of the same respectively PROVIDED ALWAYS all trading orders shall be communicated by the Client to HLIB through the designated forum provided in the Service.

## 21. FATCA

- 21.1 Notwithstanding anything to the contrary herein contained:
- a) Any payment made by, or on behalf of HLIB (the "Payor") to, or for the benefit of, Client (the "Payee") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;

- b) If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and
- c) The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"FATCA" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

## PART G

### LETTER OF LIEN AND AUTHORISATION TO SET OFF FROM / CREDIT INTO TRUST ACCOUNT

IN CONSIDERATION of Hong Leong Investment Bank Berhad ("HLIB");

- (A) agreeing, granting or making available or continuing to grant or make available to me a trading facility in the form of trading limits in my trading account at my request and for my benefit, such trading limits determined at your absolute discretion and in no way creating a contractual obligation on your part to me; and
- (B) from time to time placing out for and on behalf of me the Ringgit Malaysia or any of (and not necessarily all) the foreign currency amounts in my trust and any other account(s) maintained with HLIB, in any money instruments with a licensed financial institution of your choice, and for which I may earn interest at such rate as you deem fit,

I HEREBY UNDERTAKE AND COVENANT with you and for the benefit of your successors-in-title and assigns and persons deriving title under you as follows:-

- 1) I have deposited and/or hereby deposit or will cause immediately or from time to time cause to be deposited with you into my CDS account, ordinary shares in any local public listed companies and into your appointed foreign broker's custody account ordinary shares in foreign public listed companies ("Shares") and I HEREBY AGREE that you shall have a lien on the said Shares as security for the payment and satisfaction to you by me of all my obligations and liabilities to you under all accounts and facilities with you and you may apply the same in set-off or settlement thereof forthwith upon demand by you for the repayment of any of those obligations and liabilities.
- 2) I hereby warrant and represent to you as follows:-
  - (i) That I am the legal and beneficial owner(s) of the Shares and no other person, firm, company, corporation or other body corporate has any claim, right, title or interest whatsoever legal or equitable in and to the Shares;
  - (ii) That other than the security created herein, there is no mortgage, pledge, lien, charge, assignment, hypothecation or other security interest or encumbrances of any kind upon the Shares or any of them and I have no knowledge of any fact which would or might invalidate the lien on the Shares pursuant to this Letter, and
  - (iii) That this Letter constitutes legal, valid and binding obligations on me and my heirs and personal representatives or successors in title on accordance with the terms hereof.
- 3) As the legal and beneficial owner of the Shares, I agree and do hereby give you all my rights title and interests in and to the Shares and as a continuing security for all and any sum of money owing to you and for the performance of my obligations and the discharge of my contingent liabilities under all accounts and facilities with you.
- 4) I agree that you may, at any time without notice, in making a demand, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any then existing accounts including accounts in the name of your nominee, (whether in trust or pledged for me) and set off or transfer any sum standing to the credit of any one or more such accounts towards satisfaction of any obligations or liabilities to HLIB whether the liabilities are present, future, actual, contingent primary or collateral several or joint.
- 5) Until the ultimate balance by me has been paid or satisfied in full or so long as any liability and/or obligation remains outstanding by me to you whatsoever or howsoever, you shall have a lien on all the Shares whether the Shares are held in your custody or otherwise and you shall be entitled to retain the Shares deposited by me now and/or subsequently and/or from time to time and Shares shall be held by you as a continuing security to you for the balance owing, the said liability and/or obligation.
- 6) You are authorised to sell, assign, transfer or otherwise dispose of the Shares without demand for payment or notice or further consent of any person at such times in such manner and generally on any terms and for such consideration as you in your absolute discretion think fit without being under any responsibility to me for the price obtained thereby in any of the following events:-
  - (i) on default being made in payment for transactions in securities carried out by you for me or payment of any sums from time to time due to you under my trading account(s) or any of them;
  - (ii) on the failure to repay on demand any money obligation or liability due owing or incurred to you by me with all interests, charges and expenses (including legal charges or charges of your nominee or agent) in relation to me, any of my trading account(s) with you, the Shares or any matter hereunder;

but so that you are under no obligation to sell or otherwise dispose of the Shares and are not liable to me for any loss that I may sustain as a result of your delay or failure to do so. You are hereby irrevocably authorised to execute and sign any document as my agent and to do any such act or thing on my behalf.

- 7) I agree that you shall have the right to object to a withdrawal of the whole or any part of the Shares. Notwithstanding the aforesaid, you agree that I shall be entitled to sell the Shares at any time provided always that the proceeds thereof shall be subject to the lien

created by this Letter and you shall be entitled to retain the same EXCEPT we both agree that I am entitled to collect the proceeds thereof upon you being satisfied that the aggregate net value of the remaining Shares, taken at the price and valuation applicable to Shares held as security, is maintained at all times at a sum equal to the moneys and liabilities from time to time hereby secured including any contingent liabilities, I agree that I shall if required by you, deposit further Shares, should the value of the Shares fall short of the moneys and liabilities hereby secured.

8) **Set-off all amounts in my trust and any other account(s) maintained with HLIB ("Credit Balance") against Purchase Contracts**

- a) You are authorised to set-off immediately (i.e. automatic set-off) in accordance with the Bursa Malaysia Securities Bhd's Fixed Delivery & Settlement System ("FDSS"), the Credit Balance or any part thereof:
  - i) against any amount(s) due to you for settlement of all purchase contract(s) under my securities trading account(s) maintained with you; and/or
  - ii) where the counter for which a purchase contract has been executed is suspended from trading by the relevant regulatory body for any reason whatsoever.
- b) Notwithstanding the provision in Paragraph 8 (a) herein, you may at your absolute discretion immediately set-off in accordance with the FDSS, the Credit Balance or any part thereof, for purpose of settlement of any such purchase contract(s) you deem appropriate without reference to me in the event :
  - i) the Credit Balance is insufficient to settle all my purchase contracts executed through you; and
  - ii) no express instruction is given by me or my dealer's representative in respect of any such particular contract(s) that I wish to settle, by payment by the applicable due date as may be prescribed by Bursa Malaysia from time to time.
- c) Upon exercising such set-off in paragraph 8 (b) herein, if there is any outstanding amount due to you, you may at your absolute discretion force sell any securities that remain unpaid in accordance with the FDSS.

9) **Set-off Credit Balance against Contra Losses / Debit Notes/ Corporate Action subscription**

- a) You are authorised to immediately set-off the Credit Balance or any part thereof, against any outstanding amount under any of my account(s) maintained with you (including without limitation contra losses, debit notes and all expenses reasonably incurred by you in compliance with this letter).
- b) Notwithstanding the provisions in paragraph 9 (a) herein, in the event the Credit Balance is insufficient to the entire such outstanding amount, you may at your absolute discretion, set-off the Credit Balance or any part thereof against any part of the outstanding amount as you deem appropriate without reference to me.

10) **Credit into Trust Account for Sales Proceeds / Contra Gains**

- a) To credit into the trust account in the following manner:
  - i) in accordance with the FDSS, all proceeds of sales; and
  - ii) not later than 2 trading days for contra gains.

11) **Condition Precedent**

I hereby agree and declare that:

- i) I am the beneficial owner; or have been duly authorised by the Board of Directors to give the foregoing authorisation, in respect of my account(s) maintained with you;
- ii) You may, but shall not be obliged to, place the Credit Balance, or any part thereof in any money market instruments for and on my behalf, but in any event only if:
  - a) it is free from any encumbrances (including all commission charges, interest, expenses and fees) arising from securities transaction under my account and subject to the clearance of cheque;
  - b) for each applicable currency, the Credit Balance (of that currency) is maintained at an amount of not less than one thousand (1,000) currency units ("the Minimum Balance") under my account; and
  - c) the total Credit Balance and the individual Credit Balance for each applicable foreign currency is not less than the minimum amount which the relevant institution may require for the purpose of such placement.
- iii) any amount paid into my account by way of cheque must be cleared before any placement in money market instruments made.
- iv) Payment for withdrawal from trust account will be made on the next trading day after receipt of such request from me/my dealer's representative, subject to the prior clearance of cheque for any payment into such account.
- v) you are entitled to :
  - a) deposit any Credit Balance with any licensed financial institution of your choice even if such licensed financial institution does not offer the highest rate of interest at the relevant times; and
  - b) vary the Minimum Balance herein at your absolute discretion and from time to time by giving notice in writing.
  - c) deduct any fee and expenses as you may deem fit ("the Fees") from any part of the Credit Balance or interest earned thereon, if any.
  - d) vary the rate of the Fees or vary the time and manner of payment of the Fees without notice.
  - e) vary the rate of interest.

- 12) I hereby agree to be bound by all the terms and conditions of this letter which shall take effect on the date hereof and that this Letter shall not derogate any of my obligations to HLIB and shall be in addition to any other security held by you.

<b>TERMS &amp; CONDITIONS FOR E-STATEMENT FACILITY</b>
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In consideration of HLIB agreeing at the Client's request that E-Statements be sent to the Client via the E-statement Facility and upon the Client's successful enrolment for the E-statement Facility, the Client hereby agrees as follows:

1. That by using the E-statement Facility, the Client is deemed to have agreed to be bound by:
  - a) the T&C, as may be amended from time to time with prior notice;
  - b) all terms and conditions of other facilities, benefits or services that HLIB may from time to time make available to the Client in connection with the E-statement Facility; and
  - c) all laws, rules, regulations and guidelines applicable to the E-statement Facility now existing or which may hereinafter be enacted, issued or enforced, and/or as may be amended from time to time with prior notice
2. The E-statement Facility is only applicable to statement based accounts.
3. Clients may enrol for the E-statement Facility by contacting the client's dealer's representative or personally at any HLIB branches via written or online application. The Client is required to register his/her/their e-mail address and simultaneously request that HLIB cease providing printed and mailed Statements to the Client.
4. Upon the Client's successful enrolment for the E-statement Facility, the paper based Statements shall cease to be generated from such date as may be decided by HLIB in its sole and absolute discretion and HLIB will cease to provide printed and mailed Statements to the Client.
5. The provision of the E-statement Facility is at the sole and absolute discretion of HLIB. HLIB may, at its absolute discretion without giving any reason, modify, change, restrict, withdraw, cancel, suspend or discontinue the E-statement Facility at any time or from time to time with prior notice to the Client. The Client understands that by continuing to use the E-statement Facility after any modification or change has been effected to the E-statement Facility or to the T&C, such continued usage shall be deemed as the Client having agreed to and accepted such modification or change.
6. The Client represents and undertakes to HLIB that the Client is the owner and sole designated user of the Designated Email provided to HLIB and shall take all necessary security measures and precautions to ensure that the Designated Email is not accessed by any unauthorized third party. Access to the E-statements shall be via the Designated Email.
7. The E-statements shall be deemed to have been delivered to and received by the Client when HLIB sends the E-Statements to the Client's Designated Email.
8. Notwithstanding Clause 4 above, HLIB reserves the right to send the hard copy Statements to the Client's last known or recorded mailing address in HLIB records in such circumstances or upon the occurrence of such events where HLIB believes the sending of hard copies is prudent and/or necessary as may be determined by HLIB. In the event of such delivery, the Client shall be responsible for the prompt and timely verification of the information contained in the hard copy Statements received.
9. The Client is required to check all E-Statements for any inaccuracies, discrepancies, errors and/or unauthorized transactions in a prompt and timely manner. If there is any failure in the delivery of the E-Statements and/or the Client cannot or is unable to receive the E-Statements or the Client's receipt of the E-Statements is delayed (i.e., receipt is more than [two (2) Business Days(s) after the date stated on the relevant E-Statement document) or there are any inaccuracies, discrepancies, errors and/or unauthorized transactions ("Errors"), the Client shall notify HLIB immediately by calling HLIB's Helpdesk at 03-2080 8777 for any non-receipt or Errors in the E-Statements. In the event HLIB does not receive any report from the Client of such aforementioned non-receipt or Errors in the E-Statements within fourteen (14) days from the relevant E-Statement document's date, the Client shall be deemed to have conclusively accepted the entries shown in the E-Statement as being true, accurate and binding against the Client.
10. The Client may terminate the E-statement Facility at any time. Please contact the HLIB helpdesk/ dealer's representative or visit any of HLIB's branches for further information. HLIB may require your notice of termination to be made in writing.
11. Upon termination of the E-statement Facility, HLIB shall use reasonable endeavours to generate and send the paper based Statements to the Client's last known or recorded mailing address appearing in HLIB records on the next statement date or date of issuance of the Documents (whichever is applicable) or such other date as may be decided by HLIB in its sole and absolute discretion. However, the Client understands that the cancellation of the E-statement Facility may not take effect immediately and would depend on HLIB's processing of the notice of termination as well as the processing times involved in the generation of Statements. As such, E-Statements may still continue to be sent to the Client in the interim period pending the generation and mailing of hard copies of Statements.
12. The Client understands, acknowledges and accepts that there are risks associated with online transmissions and internet access. Some of the risks are set out below (non-exhaustive):
  - a) internet transmission lines are not encrypted and that electronic mail is not a secure means of transmission;
  - b) the transmission of information via electronic mail involves the risk of errors, viruses, delay, interception, modification or amendment by unauthorized persons;
  - c) transmission of electronic mail may be disrupted, interrupted, delayed or incorrect.
13. The Client is advised to study all the aforesaid risks carefully before deciding to apply for the E-Statement Facility. The Client is also reminded that :-
  - a) the use and storage of any of the Client's information, including but not limited to, the Client's Designated Email, username and password, account information, account balances, transaction activity and/or any other information available on the Client's computer terminal, mobile or any other type of device which is available for connection to the internet and used by the Client to access/view the E-statement Facility shall be at the sole risk and responsibility of the Client and shall be solely for the Client's own purposes and the E-Statement Facility shall not be extended for use by third parties; and
  - b) it is the responsibility of the Client to notify HLIB immediately of any change to his/her mailing address, Designated Email or other particulars of the Client relevant to the T&C.
14. In connection with Clauses 12 and 13 above, the Client further acknowledges and agrees that in the event the contents of the E-Statements becomes known to third parties arising out of the E-statement Facility, the Client shall not in any way hold HLIB responsible for the same nor shall HLIB be considered as having breached HLIB's duty of confidentiality.
15. HLIB may at any time and from time to time add to, cancel or vary the E-Statement Facility without giving notice to the Client.

16. The provision of E-Statement Facility shall be conditional on the Client's compliance with the terms and conditions herein. The Client shall only be entitled to utilize the E-Statement Facility in strict compliance with any security or other requirements imposed by HLIB in its absolute discretion. HLIB may at any time impose conditions or requirements to improve the integrity and security of the E-Statement Facility and the Client shall comply strictly with all such conditions and requirements.
17. The Client shall notify HLIB in writing not later than two (2) Business Days from the time the Client becomes aware and in any event no later than fourteen (14) days from receipt of the relevant E-Statement document, of any:
  - a) loss or theft of the Client's verification code, passwords, and/or account numbers or other personal or security information relating to the Client's accounts or the E-Statement Facility;
  - b) unauthorized use or interception of any of the Client's verification code, passwords and/or account numbers or other personal or security information relating to the Client's accounts or E-Statement Facility or any information (data, facts, opinions and any other information provided through or in relation to the E-Statement Facility);
  - c) receipt of confirmation of an order which the Client did not place, or any similarly inaccurate or conflicting report, account statement or information;
18. The Client agrees that the Client is solely responsible for the Client's computer, system or other device from which the Client accesses the E-Statement Facility, including without limitation the maintenance, operation and permitted use of such computer, system or other device. The Client shall ensure that any computer, system or other device from which the Client accesses and uses the E-Statement Facility is properly maintained and free from any defects, viruses or errors. It shall be the Client's responsibility to ensure that the Client's computer, system or other device is loaded with the latest anti-virus and anti-spyware software and that the said software is at all times installed and updated.
19. HLIB shall use reasonable endeavours to provide accessibility to the E-statement Facility and shall not be liable for scheduled maintenance and unavoidable downtime or disruption. Notwithstanding anything contained herein to the contrary, HLIB shall not be held liable or responsible for:
  - a) any system maintenance, disruption, unavailability of the E-statement Facility and/or HLeBroking, computer, telecommunications, electrical or network failure and/or other causes beyond HLIB control that may result in the E-Statements being incomplete, unavailable for access/viewing or delayed in transmission through any applicable internet service provider, communication network service provider, network system or such other equivalent system in any jurisdiction via the E-statement Facility to the Designated Email;
  - b) any loss of transmission of part of or the whole of any communication between the Client and HLIB through electronic mail and any interruption of the E-Statement Facility;
  - c) any errors, viruses, delay, inaccuracy, losses, damages, costs, charges and/or expenses whatsoever that may be suffered or incurred by the Client arising from or in connection with, whether directly or indirectly, the Client's use of the E-statement Facility, including but not limited to any unauthorized or illegal interception, modification or amendment by unauthorized persons, disruption, interruption, delay or inaccuracy of electronic mail or non-delivery, technical failure or problems in transmission due to or arising out of using the internet and electronic mail as a means of transmission or other communication equipment or facilities. For the avoidance of doubt, HLIB shall not be liable or responsible for any losses suffered whether direct, indirect, consequential or special damages that may result from the use or inability to use the E-statement Facility, even if HLIB may have been specifically advised of the same;
  - d) any failure or omission by the Client to ensure accuracy, authenticity, completeness or timeliness of any information received via the E-Statement Facility; and/or
20. HLIB makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the E-Statements and the E-Statement Facility, and the same is made available and provided to the Client on an "as is" and "as available" basis without any warranty and/or representation of any kind whatsoever.
21. HLIB does not warrant the confidentiality or security of any information transmitted through the internet. The Client accepts and agrees that HLIB shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by HLIB or any relevant internet service provider, network provider or communication network provider.
22. The Client agrees that HLIB reserves the right to impose a fee for the E-statement Facility at any time at its absolute discretion with prior notice to the Client.
23. HLIB may amend, delete and/or make additions to these T&C at any time by giving twenty-one (21) calendar days' prior written notice to the Client, whether by mail, facsimile, short messaging service, electronic mail notification or via displays at its branches or via publication through any media as HLIB shall deem appropriate in its absolute discretion. Such amendments, deletions and/or additions shall be effective on and from the date specified in such notice.
24. In the event of any conflict or discrepancy between these T&C, the Terms and Conditions for HLeBroking and the terms and conditions governing the facilities and/or accounts in respect of which the E-Statements are issued, these T&C shall prevail to the extent of such conflict or discrepancy.

## PART I

### TERMS & CONDITIONS FOR INDIVIDUAL FOREIGN SHARE TRADING FACILITY

I/We wish to trade in Non-Ringgit Securities using the above trading account(s) opened with HLIB ("Client's Account(s)")

In connection with my/our request, I/We hereby undertake and agree at all times to abide by the following terms and conditions:

#### 1. Terms and Conditions

- 1.1 the terms and conditions herein contained are in addition and to supplement the terms and conditions governing the operation of my/our account (s) with you, whether contained herein or elsewhere (the "Original Terms") between me/us with Hong Leong Investment Bank Berhad ("HLIB") and these additional terms and conditions are to be read and construed with the Original Terms currently enforced.

## **2. Rules Governing Transactions**

2.1 all transactions by HLIB on my/our behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations ("Rules") of the relevant exchanges on which the non-ringgit securities are listed and the clearing organizations through which such transactions are executed or cleared by HLIB or its agents or any of its affiliates for my/our account, and to all applicable Rules of governmental/foreign government authorities and self-regulatory organizations and to all applicable laws and regulations promulgated thereunder. Accordingly, I/we hereby authorize HLIB and its agents and affiliates to provide those bodies and entities with information relating to my/our account upon their requests. HLIB shall not be liable to me/us as a result of any action taken by HLIB or its agents or any of its affiliates to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, of my/our positions or any other action taken in the event that any exchange declares an emergency.

## **3. Disclosure of Information**

3.1 that I/we further consent to the disclosure by HLIB of information relating to the Client's Account(s) to its parent company, other subsidiaries and associates of its parent company and local and foreign regulatory authorities at any time and from time to time.

## **4. Foreign Counter Party/ies**

4.1 that I/We shall be bound by any other terms and conditions of agreements executed between HLIB and the foreign counter party(ies) of HLIB in relation to services rendered to facilitate my/our trading in non-ringgit securities. In relation to internet trading facilities, HLIB may, in HLIB's absolute discretion, determine and vary the frequency, manner of use or availability thereof to me/us from time to time.

4.2 As between the foreign counter party(ies) and HLIB, HLIB may be obliged to regard itself as being primarily responsible for the execution of my/our orders. In this connection, I/we recognizes that HLIB may, but is not obliged to take such measures (including effecting payment and settlement in respect of my/our orders which have been executed) as may be necessary to ensure non-default of HLIB's own primary responsibility as aforesaid. HLIB is not obligated to provide me/us with notice prior to effecting payment and settlement in respect of my/our orders which have been executed. HLIB shall be unconditionally entitled to claim all sums from me/us expended by HLIB to effect payment and settlement in respect of my/our orders and instructions that have been executed.

## **5. Trading Limit**

5.1 HLIB may in its absolute discretion determine and vary the available trading limit based on my/our securities deposited and maintained with HLIB for my/our dealing in non-ringgit securities through conventional means or the internet trading facilities, as the case may be. I/We further agree that HLIB shall have the right at any time to refuse my/our orders or limit the purchases/sales ordered by me/us.

## **6. Information and Execution Delay**

6.1 I/We acknowledges that in trading in securities on foreign exchanges there may be delays in stocks quotes and execution of orders via the foreign counter party(ies). While HLIB will take reasonable care to mitigate any such delay, I/We agree that neither HLIB nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by me/us in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of HLIB.

## **7. Currency and Foreign Exchange Risks**

7.1 I/We agree and understand that all transactions and monetary obligations relating to the Client's Account shall be settled in Ringgit Malaysia unless otherwise agreed between HLIB and me/us. Any and all accruals if received in a foreign currency shall be converted at such rate of exchange as may be decided by HLIB and credited into the Client's Account in Ringgit Malaysia. At the request of the dealer's representative, me/us and subject to the consent of HLIB being obtained, transactions may be settled in a currency other than Ringgit Malaysia but at a rate of exchange determined by HLIB in its sole discretion. I/We shall be fully responsible, and shall indemnify and save HLIB harmless for any losses, damages, costs and expenses which may result from any currency conversion effected as aforesaid.

## **8. Commission, Fees, Costs, Charges and Taxes**

8.1 I/We undertake to pay HLIB all charges that may be imposed by HLIB, its counterparties, 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 any account opened or transaction effected for me/us; any forex exchange gain/ loss and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of HLIB

## **9. No Guarantee or Warranty**

9.1 I/We understand and acknowledge that any trading recommendations and market or other information communicated to me/us by HLIB are extraneous to the provision of services by HLIB to me/us 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 whether listed on Bursa Malaysia Securities Berhad or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by HLIB to be reliable, may be incomplete, may not have been verified and may be changed without notice to me/us. HLIB makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to me/us or as the tax consequences of my/our transactions.

## **10. Settlement Date**

10.1 Delivery and settlement between HLIB and me/us 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 between HLIB and me/us may be effected on the following market day for Malaysia.

## **11. Restricted Trading Days**

11.1 My/our ability to trade in securities may be restricted to days when Bursa Malaysia Securities Berhad, its counterparty, and the foreign exchange are opened for trading. I/We acknowledge that i/we may be unable to trade in securities when Bursa Malaysia Securities Berhad is closed for trading notwithstanding that the relevant exchange on which I/we wish to trade may be open for trading. HLIB

may at its absolute discretion (but is not obliged to) increase the trading days from time to time or may decrease the trading days or vary the trading hours. HLIB shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by me/us, or profit or advantage which I/we may be deprived, arising from the restricted trading days of HLIB and me/our inability to trade in securities when HLIB is not opened for trading notwithstanding that the relevant exchange may be open for trading.

## **12. Acknowledgements Of Risks**

12.1 I/We acknowledge and agree that there are risks associated with dealing in securities in multiple markets in a manner contemplated herein. I/We further confirm that HLIB shall not be responsible for the decision taken by me/us to deal in any securities

## **13. Automatic Liquidation**

13.1 If I/we do not pay for any securities which I/we purchase or settle any other transaction with respect to securities by the settlement date of the purchase contract, HLIB has the right to liquidate, and impose charges on any or all of these transactions without notice to me/us. HLIB may but need not exercise this right on any day after the day on which the right to liquidate first arose. HLIB shall not be liable to me/us with respect to securities purchase transactions on which I/we has defaulted or for any loss suffered by me/us as a result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually liquidates the securities.

## **14. Nominee/Custodian**

14.1 HLIB may hold all securities purchased for me /us either directly through a Nominee or Custodian (who may effect such holding through a Sub- Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee or Sub-Custodian may or may not be within Malaysia and in the latter case, I/we consent to HLIB having absolute discretion in their appointment or approval in their appointment. All costs associated with the holding of the securities by any of them shall be for my/our account. Accruals with respect to any and all securities so held if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as HLIB thinks fit) and credited into my/our account.

14.2 Without prejudice to the terms for the provision of Nominee/Custodian services with respect to the securities set out in paragraph 14 above, the I/we acknowledge and consent to the fact that any securities belonging to me/us held with HLIB or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of HLIB on an aggregate or omnibus basis.

14.3 Without prejudice to any clause herein, HLIB 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 HLIB, is necessary to preserve the integrity of the securities and/or any account and/or to protect the reasonable interests of me/ us and/or HLIB.

## **15. Utilisation of Securities**

15.1 I/We agree that:

- (a) Any transfer of securities from my/our Client's account shall be at the cost of me/us and subject to HLIB's prior consent and to the laws, regulations and rules of the relevant jurisdiction;
- (b) HLIB shall at all times have a general lien over any or all securities held by HLIB for me/us as security for any outstanding obligation owed by me/us to HLIB, and HLIB may at any time and from time to time, exercise this lien by effecting a sell-out of any or all of such securities and apply the net proceeds towards settlement or discharge of my/our obligations to HLIB.

## **16. Rights of Set-Off**

16.1 HLIB reserves its right to combine or consolidate all or any one of my/our liabilities to HLIB.

16.2 HLIB reserves its right to sell, assign, pledge, utilize, setoff, transfer and/or otherwise dispose, any sum or sums standing (in terms of cash deposited and/or shares pledged with HLIB) (the "Collateral") to the credit of any one or more of such accounts in or towards satisfaction of any or my/our liabilities (including but not limited to settlement of any losses, claims, action, interest, suits, proceedings, liabilities, expenses and other charges accruing) to HLIB in my/our foreign shares 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.

## **17. Exclusion of Liability**

17.1 HLIB will use reasonable care in the selection of any Broker, Nominee, Custodian, agent or delegate, and shall not be liable for any loss, claim, damage, expenses or liability suffered or incurred by me/us, or profit or advantage of which I/we 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 HLIB

17.2 HLIB shall not be liable or have any responsibility to my/us for any loss or damage incurred or suffered by me/us if the performance of HLIB'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.

## **18. Indemnity**

18.1 I/We shall indemnify HLIB and keep HLIB indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by HLIB directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the Client's Account(s) for trading in non-ringgit securities or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.

## **19. Bank Negara Requirements**

19.1 I/we acknowledge and undertake to HLIB that:-

- (a) my/our account maintained with HLIB shall be administered as per the relevant provisions of the Notices on Foreign Exchange Administration Rules and direction issued by Bank Negara Malaysia pursuant to the applicable laws ("FEP Notices");
- (b) It is my/our responsibility to ensure that all conversions, borrowings, guarantees, payments, transfers and/ or transactions carried out from or to other accounts within HLIB or any other financial institutions are in compliance with the prevailing provisions of the FEP Notices; and
- (c) HLIB may rely upon such declaration and/or undertaking (in such form and manner to be determined exclusively by HLIB) provided by me/ us of my/our compliance with the FEP Notices arising out of and/ or in connection with any transaction and/ or instructions from me/us.

## 20. Termination

20.1 I/We hereby agree that HLIB has the sole and absolute rights to terminate the Client's Account(s) in the event of any failure by me/us to observe any of these terms & conditions.

## 21. Variations

21.1 I/We agrees that HLIB may at any time by notice in writing to me/us, vary or add to these supplementary terms and conditions without prior consultation to my/us. Without limitation to the foregoing, such written notices may be included as part of my/our monthly statement of account. Where I/we is not agreeable to such variations, I/we shall have, seven(7) days from the date of the notice to object to such variations failing which such variations shall be deemed to be binding on me/us.

## PART J

### AUTHORISATION AND UNDERTAKING FOR MULTICURRENCY SETTLEMENT

#### A. AUTHORISATION

1. I, being the client of HLIB (the Client") hereby request HLIB with immediate effect to:

- (a) settle my foreign shares transactions in the respective country's trading currency for the Recognized Stock Exchanges ("RSE") that I am trading with HLIB;
- (b) furnish the contract notes and statements for my/our foreign shares transactions in the respective country's trading currency.

2. The Client further authorises HLIB to perform the following in respect of the Client's trust account:

- (a) withdraw from or set-off against the Client's foreign currency trust account(s) for settlement purpose including to settle any interest, fees or charges, taxes, fines, penalty, corporate actions in respect of the transactions conducted on the RSE; and
- (b) to credit into the Client's foreign currency trust account, any sales proceeds due from sales of securities listed on the RSE.

#### B. DECLARATION, UNDERTAKING AND ACKNOWLEDGMENT

1. In consideration of the abovementioned authorization and request, the Client hereby acknowledges, accepts and agrees that :-

- (a) The Client is responsible for any fees, charges and/or penalties which may be charged by any agency banks or banking institutions should I/we remit foreign currency inward or outward via telegraphic transfers;
- (b) The Client is responsible for paying the administrative fees charged by HLIB for transactions conducted on the RSE as may be imposed by HLIB from time to time;
- (c) the settlement currency selected by the Client cannot be changed once the contract has been booked out;
- (d) there are risks associated with dealing in securities in multiple markets and the settlement in the traded currency/ies;
- (e) HLIB has the right to charge interest in the traded currency on all overdue debit sums;
- (f) the Client shall abide by HLIB's internal policies and any amendments or variation thereof.

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

## PART K

### APPLICATION FOR ACCESS TO & USE OF HLeBROKING FOR FOREIGN SHARE

Hong Leong Investment Bank Berhad "HLIB" has introduced a FOREIGN TRADING PLATFORM ("the Services") provided through an internet portal operated by HLIB for the purposes of trading in shares and stocks listed on recognised foreign stock exchanges. HLIB may at its absolute discretion approve the use of the Services by any or all of its clients through any other medium of communication as may be introduced by HLIB from time to time.

The Client agrees to and shall continue to be bound by the Terms & Conditions.

Notwithstanding anything herein contained, HLIB may at its absolute discretion without liability to any of its users and from time to time suspend interrupt or discontinue the Services (or any module thereof) without having to provide any reason or prior notice to its users therefor.

#### 1. The Services

1.1 The Services comprises the following :-

- a) access to real-time/delayed quotes;
- b) the placing of orders to buy or sell securities;
- c) the cancellation or amendment of orders provided such orders have yet to be executed;
- d) the review of business done and inquiry of status of orders;
- e) access to key market indicators;
- f) access to news and views;
- g) facility to change password;
- h) viewing of daily reports; and
- i) any other facilities that may be introduced by HLIB from time to time at its absolute discretion.

- 1.2 In consideration of the Client paying to HLIB the Fees pursuant to Clause 10 herein and complying with the Terms & Conditions, HLIB will provide the Client access to and use of any one or more of the modules set out in Clause 1.1, but without prejudice to HLIB's right to, from time to time and at its absolute discretion, impose any restriction to or deny the Client access to the Services or any module thereof.
- 1.3 The Client shall utilize the Services solely for the account and benefit of the Client and his clients, but nor for any other third party.
- 1.4 HLIB may at any time and from time to time, vary or change the list of services in Clause 1.1 at its absolute discretion without giving any prior notice thereof to the Client.

## **2. Media for the Services**

- 2.1 The Client shall utilize the Services through any medium of communication or transmission which HLIB may specify, adapt or introduce for use by its Clients from time to time.
- 2.2 HLIB shall not be responsible for any disruption in the provision of the Services due to any malfunction or other failure in performance of any medium of communication used by HLIB or the Client.
- 2.3 The Client shall at its own costs and expense be solely responsible for obtaining and/or procuring access to the Internet, as well as all telecommunications lines, equipment, electricity supply and other utilities required or necessary for the Client's access and/or use of the Services.

## **3. Trading Orders from the Client**

- 3.1 No trading orders from the Client shall be deemed to be valid and effective unless it is actually received and accepted by HLIB and written confirmation of business done of an order ("Business Done") is subsequently received by the Client either by telephone or addressed to the Client's e-mail address as stated in the Application Form herein (or as hereafter notified by the Client from time to time) or published in the designated forum provided in the Services and the Client shall have no claim against HLIB in respect of any losses, liabilities, costs and/or expenses resulting from any failure by HLIB to receive the Client's instructions aforesaid.

## **4. No Guarantee or Warranty**

- 4.1 The information provided through the Services have been obtained by HLIB only through sources believed by HLIB to be reliable at the relevant times. HLIB does not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of such information provided. There may be delays, omissions or inaccuracies in the information provided through the Services, for which HLIB shall not be held responsible.
- 4.2 Neither HLIB nor its sources of information shall be liable for the failure to ensure the correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Client or any other person whosoever in direct or indirect reliance upon such information, or for any interruption in the dissemination of any data, information or any other aspect of the Services howsoever arising.
- 4.3 HLIB does not warrant the merchantability or fitness for any particular use and gives no warranty or guarantee of any kind, expressed or implied, regarding the Services nor information furnished through the Services or any other aspect of the Services.

## **5. Limitation of Liability**

- 5.1 In addition to and not in derogation of any other provisions in the Terms & Conditions, HLIB shall not in any event be liable to the Client or any other party having access to the Services whether with or without HLIB's consent for any direct, consequential, incidental, special or indirect losses or damages (including but not limited to loss of profits, trading losses and damages) arising from, inter alia, any delay or disruption in the use of the Services, accuracy of information provided or by the failure or alleged failure of HLIB to execute or cancel or amend any buy and sell orders, notwithstanding that HLIB had been advised of the possibility of the same.
- 5.2 HLIB shall not be liable for any loss arising from a cause outside its reasonable control, any action or omission by the relevant authorities in the exercise of their regulatory or supervisory functions, or for any failure of the electronic/telecommunication service providers or any third party to meet their obligations to the Client, , unauthorized access, theft, unauthorized use of Password, operator error, weather, earthquakes, and strikes and other labour problems.
- 5.3 HLIB shall not be responsible for any failure to provide the Services, including the execution of any order arising out of any restrictions imposed on any of the Client's client 'account(s) and the Client;s own account ("Client's Account") with HLIB.
- 5.4 Without prejudice to any other limitation of liability herein provided, the aggregate liability of HLIB to the Client arising out of any claim whatsoever in relation to the Services and its use of the information provided shall in any event not exceed the monthly fee payable by the Client under Clause 10 hereof.

## **6. Title to Information/Proprietary Rights**

- 6.1 All information provided by HLIB through the Services or in connection thereof (including without limitation all information, programme or data made available for purposes of on-line downloading at the Client's end) and the User Guide (if any) supplied by HLIB is the exclusive

property of HLIB. The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information in any manner whatsoever without the prior written consent of HLIB nor use the information for any illegal or other purposes not permitted by HLIB.

6.2 The Client shall protect HLIB's contractual and statutory rights in or to the information furnished through the Services and shall immediately comply with all written or other forms of requests from HLIB as HLIB deems necessary to protect HLIB's rights.

#### **7. Client's Sole Risk**

7.1 Neither the Services nor the information provided thereunder is intended to amount to or constitute any financial, investment, tax or legal advice. Although the Services may provide access to opinions, information and recommendations about how to invest and what to buy, none of those opinions, information or recommendations shall be taken to have been developed or endorsed by HLIB, and the Services shall not be construed as amounting to offers, invitations or solicitations to buy or sell or otherwise deal with the securities concerned.

7.2 The Client acknowledges that all orders lodged by the Client through the Services and executed by HLIB pursuant thereto are made at the Client's sole and absolute risks.

7.3 BURSA MALAYSIA SECURITIES BERHAD, as the regulatory and supervisory authority of HLIB shall have the right to examine, inspect, and scrutinise the Client's terminals for audit and other supervisory purposes as and when the BURSA MALAYSIA SECURITIES BERHAD deems fit. HLIB shall not be liable for any loss or damage that may be suffered as a result of the actions or omissions of the BURSA MALAYSIA SECURITIES BERHAD.

#### **8. Notification by Client**

8.1 The Client shall notify HLIB immediately and in any event no later than 24 hours from the time it becomes aware of the occurrence of any of the following:-

- a) any unauthorised or illegal use of any Password, or of the Services or any information obtained thereunder;
- b) any failure to receive confirmation from HLIB that any order(s) initiated by the Client through the Services has been received and/or executed;
- c) any receipt of confirmation of Business Done which the Client did not place or any receipt of inaccurate or conflicting report or information;
- d) any disruption in the provision of the Services; and/or
- e) any changes in personal particulars including but not limited to the location of the Client's terminal.

#### **9. Confidentiality**

9.1 The Client shall be responsible for the secrecy, confidentiality and for the use of his Password. The Client further accepts full and absolute responsibility for all orders and transactions entered through and under its Password, whether authorised or unauthorised and whether with or without the Client's knowledge, and HLIB shall not in any event be liable for any losses, damages, liabilities, costs and/or expenses incurred by the Client arising from or in connection therewith. The term "Password" includes log-on password, User ID and Client's code.

9.2 The Client shall be solely responsible to review the confirmation of Business Done to ascertain that his orders were correctly received by HLIB through the Services and that a transaction reference number has been duly issued immediately through the Services upon placing an order to buy or sell.

9.3 The Client understands and agrees that for the mutual protection of the Client and HLIB, HLIB may (but without being obligated to do so) record any of the telephone conversation between the Client and HLIB or any of its brokers, other Clients, employees, servants and/or agents.

#### **10. Fees**

10.1 The Client shall pay all the following fees, cost, charges and expenses ("the Fees") in connection with the Services at the times and in the manner stipulated by HLIB :

- a) subscription fees, expenses , handling fee, commission, and charges for the Services as HLIB shall stipulate from time to time and all costs (including solicitors fees) if any, incurred by HLIB in collecting any overdue Fees from the Client;
- b) legal fees and other expenses incurred by HLIB in the enforcement of HLIB's rights and entitlement under the Terms & Conditions and for the recovery of the monies owed by the Client to HLIB; and
- c) interest at prevailing rates as determined by HLIB on debit balances in the Client's Account(s).

10.2 HLIB reserves the right at any time and from time to time to impose the Fees or vary the rate of the Fees or vary the time and manner of payment of the Fees without prior notice. All fees shall be non-refundable, unless HLIB agrees otherwise in writing. The Client authorises HLIB to debit the Client's Account(s) for all Fees due and payable by the Client to HLIB.

#### **11. Continuing Security on Asset**

11.1 The Client hereby grants HLIB a continuing security interest and/or lien on the assets belonging to the Client held in all his accounts with HLIB to secure the timely payment of all Fees owed by it in connection with the Services and any other amounts owing under the Terms & Conditions and that HLIB shall be at liberty to utilise or dispose of these assets without prior notice to the Client in whatsoever manner and upon such terms and conditions as HLIB deems fit to secure the full payment of such overdue Fees, subject to any rules of the BURSA MALAYSIA SECURITIES BERHAD or any other relevant authority or under any applicable law in respect of such matter.

#### **12. Government Taxes and/or statutory/regulatory imposed charges, fees etc**

- a) For the purpose of this Clause:

"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the sales and services tax, goods and services tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

"Client" means a person or entity who has opened or maintains an account or a facility with Hong Leong Investment Bank Berhad ("HLIB") and/or any other party who has appointed or engaged HLIB for any of its services or facilities.

- b) Unless specifically quoted as inclusive of any Tax, the fees, expenses, costs, charges, handling and administrative charges, service charges, commissions, levy, brokerages and/or all other monies to be paid by the Client to HLIB including any amount representing reimbursements to be paid by the Client to HLIB ("**Applicable Sum**"), shall be exclusive of Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. In the event of any change to the applicable Tax rate, prices which are quoted as inclusive of any Tax shall be adjusted accordingly to take into account such change.
- c) In the event the Client is required by law to make any deduction or withholding from the Applicable Sum and/or all other monies payable to HLIB under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by the Client in respect of which the deduction or withholding is required shall be increased so that the net Applicable Sum and/or the net amount of monies received by HLIB is equal to that which HLIB would otherwise have received had no deduction or withholding been required or made.
- d) The Client shall in addition to the Applicable Sum and/or all other monies payable, pay to HLIB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLIB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.
- e) If at any time an adjustment is made or required to be made between HLIB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by HLIB, a corresponding adjustment may at HLIB's discretion be made as between HLIB and the Client and in such event, any payment necessary to give effect to the adjustment shall be made.
- f) All Tax as shall be payable by the Client to HLIB as herein provided shall be paid at such times and in such manner as shall be requested by the HLIB, failing which the Client shall pay to the HLIB interest at the rate of ten per centum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.
- g) The Client hereby agrees to do all things reasonably requested by HLIB to assist HLIB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to HLIB in assisting HLIB in complying with its obligations under the relevant laws.

### **13. Restriction in Use of Services**

- 13.1 The Client shall not use the Services for their clients if there exists any restriction whatsoever (including but not limited to a cash up-front restriction) on the Client's Clients and its own Account(s) maintained with HLIB, either imposed by HLIB or by any relevant authority.
- 13.2 The provision of the Services by HLIB is also subject to the terms and conditions of any and all other agreements entered into with HLIB that is binding on the Client and/or its clients. In the event of any inconsistency between the terms herein and therein, the terms herein shall prevail.

### **14. Deposit**

- 14.1 HLIB reserves the right to require the Client to place cash and/or equity as deposit prior to the execution of any transaction of its clients through the Services. It shall be in the absolute discretion of HLIB to determine the amount and value of deposit payable by the Client and the time and manner for the placement and nature of such deposit and the terms of refund of the same, if applicable.
- 14.2 HLIB shall not be held responsible or be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Client arising from HLIB failure or refusal to provide the Services to the Client or arising from failure refusal or delay by the Client to place such deposit.

### **15. Indemnity**

- 15.1 The Client unconditionally and irrevocably undertakes to fully and effectively indemnify HLIB and its servants and keep each of them 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-client basis) sustained by HLIB due to:
  - a) the execution by HLIB of any buy or sell orders given by the Client or purported to be given by the Client or any other party(ies) using the Client's Password (whether such use is authorised or unauthorised) or having access to the Services and/or to any electronic or telecommunications device thereof at all times whether with or without the Client's consent or,
  - b) any breach or alleged breach or violation by the Client (or its representatives or persons acting under it) of any part of the Terms & Conditions or any third party rights including but not limited to violation of any copyright, proprietary or privacy rights.
- 15.2 This obligation to indemnify HLIB shall continue in full force and effect and shall survive the termination of the Services for any reason whatsoever or the suspension, termination or closure of the Client's Account(s).

## **16. Termination of Right of Access**

- 16.1 Notwithstanding anything herein to the contrary, HLIB may in its absolute discretion at any time forthwith terminate the Client's right of access to the Services or any portion of the Services without notice and without compensation and without any obligation to give any reason whatsoever.
- 16.2 A yearly review will be conducted by HLIB to determine whether to withdrawn or to continue to allow the Client to have access to and use the Services.
- 16.3 In the event of termination by HLIB under Clause 16, HLIB shall not be liable to the Clients for any claims, losses or anticipated profit which may be suffered by the Client as a result of or in connection with such termination and that the Client is liable for all monies due and payable by the Client to HLIB; provided however, HLIB may in its absolute discretion refund a prorated portion of any fee already paid to HLIB by the Client.
- 16.4 The Client may terminate the Services by giving HLIB one (1) month's written notice.

## **17. Representations and Warranties**

- 17.1 The Client represents and warrants to HLIB that otherwise as disclosed by the Client to HLIB in writing and accepted by HLIB:-
- the Client is not an 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 any other organisation or corporation to perform functions related to securities or commodities futures investment or trading activity;
  - the Client maintains its clients' share trading accounts only with HLIB; and
  - The Client is a subscriber to or agent of the electronic/telecommunications service provider agreed by HLIB.
- 17.2 The Client undertakes with HLIB that as long as the Client has access to the Services:-
- the Client agrees to be bound by the Terms & Conditions;
  - unless otherwise agreed to in writing by HLIB, the Client will use the information provided through the Services solely in connection with its clients' investment activities and not in connection with any other trade or business activities;
  - the representations and warranties in Clause 17 herein shall remain true and accurate;
  - the Client will not do anything to jeopardise the quality, reliability or integrity of the Services;
  - the Client shall ensure that there is no unauthorised use of the Password; and
  - the Client will comply with all guidelines issued by HLIB in connection with the Services.
- 17.3 The Client undertakes with HLIB that as and when HLIB is required by any governmental authority or agency whether within or outside of Malaysia to furnish any information concerning the Client, his clients, the securities traded, and/or orders issued by the Client via the Services, the Client shall furnish the required information within the time limited by the relevant authority or agency.

## **18. Acknowledgement**

- 18.1 The Client acknowledges that HLIB is providing the Services on the basis of the Client's agreement to be bound by the Terms & Conditions.
- 18.2 The Client further acknowledges that the Terms & Conditions forms the basis of his agreement with HLIB in respect of the use of the Services and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions by HLIB regarding the Services notwithstanding if they are contained in any materials provided by HLIB.
- 18.3 HLIB's acceptance of the Client's duly executed and affirmed application shall constitute a valid agreement binding on HLIB and the Client based on the declaration and stipulations herein contained, the information in the Application Form and the Terms & Conditions. The acceptance of the Client's application is deemed effective upon such notice being sent by HLIB in accordance with Clause 20.

## **19. Amendments and Modifications**

- 19.1 Notwithstanding anything contained herein, HLIB may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Terms & Conditions at any time or from time to time and/or impose additional clauses which shall bind the Client as if the amendments and additional clauses have been originally set out in these Terms & Conditions.

## **20. Notices**

- 20.1 Any notice or demand or other document may be sent by HLIB to the Client by any one or more of the following methods:
- by registered or ordinary post to the Client's address as stated in the Application Form hereto or the Client's last known address and shall be deemed to have been received two (2) calendar days after the date of posting notwithstanding postal delay of notification;
  - by transmitting the same to the Client's email address or via facsimile to the number as stated in the Application Form or the Client's last known email address/fax number known to HLIB and shall be deemed to have been received by the Client immediately upon successful the transmission thereof notwithstanding any delay caused by mechanical or electronic failure or any reasons whatsoever; or
  - by publishing such notice in the designated forum provided in the Service and shall be deemed to have been received by the Client immediately upon the date of publishing thereof.
- 20.2 All notices or instructions including any change in the Client's address sent by Client to HLIB shall be in writing and sent by ordinary or registered post or delivered personally to HLIB at its then prevailing place of business (deemed received by HLIB only when HLIB had in

fact received the same) or transmitted via facsimile or through the designated forum provided in the Services (deemed received by HLIB only when HLIB has actual notice of the same) PROVIDED ALWAYS all trading orders shall be communicated by the Client to HLIB through the designated forum provided in the Services.

## 21. FATCA

21.1 Notwithstanding anything to the contrary herein contained:

- a) Any payment made by, or on behalf of HLIB (the "Payor") to, or for the benefit of, Client (the "Payee") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;
- b) If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and
- c) The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"FATCA" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

## PART L

### VALUE TRADE

#### TERMS AND CONDITIONS GOVERNING VALUE TRADE CLIENTS ONLY

In consideration of Hong Leong Investment Bank ("HLIB") agreeing to allow me to sign on as a Value Trade client of HLIB, I covenant and undertake with HLIB as follows:

1. These terms and conditions are applicable to Value Trade clients only. "Value Trade" is a preferential trading arrangement which allows the client to trade up to the limit of Available Funds (as defined in paragraph 5 below) in its Client's Accounts at a lower brokerage fee as may be advised by HLIB from time to time. For the avoidance of doubt, the terms herein shall be in addition to those terms and conditions contained in Part A above; in the event of inconsistency between the terms herein and terms and conditions contained in Part A above, the terms and conditions herein shall take precedence.
2. I hereby agree that all monies which have been deposited into my Client's Accounts shall be dealt with in accordance with the provisions herein and the terms and conditions contained in Part A.
3. HLIB shall credit my Client's Accounts and give value to the payment or deposit made into that account, but only after:
  - (a) I have either:
    - (i) updated the payment webpage with the correct and complete details, or
    - (ii) notified HLIB via telephone of such payment and HLIB has reconciled my Client's Accounts based on the details provided; and
  - (b) any cheque or other deposits paid to HLIB in respect of my Client's Accounts has cleared.
4. I hereby authorise HLIB to credit all proceeds due to me on the settlement of any sale order for all or any of my shares, stocks or securities at any time, into my Client's Accounts and agree that such proceeds shall thereafter form part of the Available Funds and shall be dealt with in the same manner as all other monies in my Client's Accounts. In respect of outstanding purchase contracts executed under this Value Trade arrangements, HLIB shall be entitled to pay to themselves out of monies in my Client's Accounts the purchase price and transaction costs at the end of the day which is one (1) market day from the day the relevant purchase contract was executed.
5. "Available Funds" shall mean the sum of monies standing to the credit of my Client's Accounts and available for the purposes of any transaction with or via HLIB as may from time to time be calculated or determined by HLIB. Without prejudice to HLIB's rights of calculation and determination aforesaid, I agree and acknowledge that all amounts earmarked for my purchase of any shares, stocks or securities (inclusive of the purchase price as well as the transaction costs payable) shall be deducted from and shall not form part of the Available Funds in calculating the available limit for my trades.
6. I undertake forthwith upon demand and on a full indemnity basis to pay to and indemnify HLIB for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by HLIB in connection with the operation of my Client's Accounts and my trading activities.
7. Without prejudice to the generality of the foregoing, in the event any of my purchase order for any shares, stocks or securities has been executed and it is thereafter discovered that the aggregate of the purchase price and the transaction costs payable by myself in connection with that purchase order is greater than the Available Funds (the excess shall be known as the "Excess") for any reason whatsoever, including any errors or omissions on the part of HLIB in calculating the Available Funds and my trading limits, I hereby undertake to pay to HLIB the Excess in immediately available funds forthwith on the same day of notification from HLIB failing which, without prejudice to all its rights and remedies, HLIB shall be entitled to charge and impose on me the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and I shall be liable to pay brokerage to HLIB at the said rate in respect of that purchase order.

<b>MEMORANDUM OF DEPOSIT</b>
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**To : HONG LEONG INVESTMENT BANK BERHAD**

1. In consideration of you, Hong Leong Investment Bank Berhad ("HLIB") at my request agreeing :
  - a) to act as my stockbroker and to deal in securities on my behalf; and
  - b) only if I so and duly request, to allow me access to and usage of a system of electronic investor services ("the Service") through the medium of communication agreed by you from time to time,

I, the undersigned whose name and particulars are set out in the Schedule hereto, hereby charge to you by way of a first fixed charge:

  - (i) such number of securities which are listed for trading on the Bursa Malaysia Securities Berhad ("BMSB") as shall be sufficient to amount to the value set out in the Schedule hereto which securities I have deposited and/or shall deposit with you or your nominee;
  - (ii) all the cash (which shall include all proceeds of sale and contra gains in all my accounts with you) and securities that are now and may from time to time be held in all of my accounts with you, whether my securities trading account and/or Central Depository System ("CDS") account, as well as in the CDS account in the name of your nominee held in my favour;

(hereinafter all such securities are called "the Securities" which expression shall include other securities or other forms of security acceptable to you whether additional and/or substituted or otherwise which may hereafter be deposited with and charged to you or your nominee at any time or from time to time) together with the duly executed blank share transfer forms or Forms for Request for Transfer (where applicable) in respect of the Securities or such other documents as will enable full legal and beneficial title to the Securities to be vested in your name or the name of your nominee) as continuing security for the payment and satisfaction on demand of all sums which are now and may from time to time hereafter be due and payable by me to you ("the Indebtedness").

I shall at your request at any time and from time to time deposit with and charge to you such further Securities as may be required by you so that the Security-Debt Ratio is maintained at not less than 1:1, Security-Debt Ratio (hereinafter called the "Ratio") being defined as the ratio of the value of the Securities given and to be given to you as security to the Indebtedness, the value of the Securities to be determined by you as provided for in Clause 28. I hereby agree that you shall be entitled at your discretion to vary the Ratio from time to time without any prior notice to me.
2. The charge hereby created shall affect and the Securities shall include all dividends or interest paid or payable after the date hereof on the Securities and all stock shares (and the dividends or interest thereon) rights monies or property accruing or offered at any time by way of redemption bonus preference option or otherwise or in respect of any of the Securities hereby charged.
3.
  - (a) I agree that all proceeds of sale and contra gains in all my accounts with you shall be retained by you and form part of the Security created under this Memorandum of Deposit ("MOD") and therefore the Ratio is varied so that the trading limit is increased accordingly until I issue a written request in the form prescribed by you for the release of such proceeds of sale and contra gains to me PROVIDED ALWAYS that you shall not be obliged to release any or all of the same to me unless the prevailing minimum Ratio is maintained at the relevant time.
  - (b) In the event there are any outstanding losses or debit balances in my account, you or your nominee may without further notice to me utilize the cash that may be from time to time held in all of my accounts with you, whether my trading account and/or CDS account, as well as in the CDS account in the name of your nominee held in my favour and all and any amount then standing to the credit of any cash collateral deposit account in or towards discharge of the costs incurred therein and of the Indebtedness secured under the MOD and the residue (if any) after deducting there from all amounts owed by me under any of the other Accounts as defined in Clause 10(g) of the MOD, shall be retained by you and the same may be disbursed to me in such manner as you in your absolute discretion deem fit.
4.
  - (a) Subject to Clause 3 herein, you will place, for and on my behalf from time to time after deducting all amount(s) due to you for settlement of purchase contract commission charges interest expenses and fees from securities transaction(s) under my account, all surplus monies ("the Credit Balance") held by you on trust for me in any money instruments and with any licensed financial institution as you deem fit and I agree that I may, at your discretion, earn interest at such rate as you deem fit PROVIDED ALWAYS :
    - i) the Credit Balance shall at any time and for all purposes be subject to clearance of cheque (if any);
    - ii) the trust account maintains an amount of not less than RM1,000-00 ("the Minimum Balance"); and
    - iii) a collective Credit Balance of all your clients is not less than the minimum amount which any such licensed financial institution may require, from time to time, for the purpose of this clause.
    - iv) you may deduct any fees and expenses as you may deem fit ("the Fees") from any part or all of the Credit Balance in connection with the Arrangement.
    - v) you may vary the rate of the Fees or vary the time and manner of payment of the Fees without notice.
    - vi) you may vary the rate of interest.
  - (b) For the purpose of Clause 4(a) and without prejudice to Clause 3, I hereby agree that you are entitled to set-off immediately in accordance with the BMSB's Fixed Delivery & Settlement System ("FDSS"), the Credit Balance or any part thereof
    - i) any amount(s) are due to you for settlement of all purchase contract(s) under my securities trading account maintained with you; and/or
    - ii) the counter for which a purchase contract has been executed is suspended from trading by the relevant regulatory body for any reason whatsoever.
  - (c) Notwithstanding Clause 4(b), you may at your absolute discretion set-off immediately in accordance with the FDSS, the Credit Balance or any part thereof, to settle any such purchase contract(s) you deem appropriate without reference to me where :
    - i) the Credit Balance is insufficient to settle all my purchase contracts executed through you; and

- ii) no express instruction is given by me or my Dealer's Representative in respect of any such particular contract(s) that I wish to settle, by payment by the applicable due date as may be prescribed by Bursa Malaysia from time to time.

The term "Dealer's Representative" shall mean the appointed salaried dealer's representative or commissioned dealer's representative, as the case may be or substitutes thereof, for purposes relating to my securities trading. The term "money instruments" shall include without limitation fixed deposit and repurchase agreement (Repo).

(d) For the purposes of Clause 4, I agree that :

- i) the Credit Balance will be placed in any money instruments with any licensed financial institution of your choice as you deem fit even if such licensed financial institution did not offer the highest rate of interest at the relevant times;
- ii) you shall not be liable for any fluctuations in any interest rates applicable to such money market instruments as aforesaid;
- iii) upon exercising your right to set-off under Clause 4(c), if there is any outstanding amount due to you, you may at your absolute discretion force sell any securities that remain unpaid in accordance with the FDSS;
- iv) payment will be made on the next trading day after receipt of any request from me/the Dealer's Representative to withdraw the Credit Balance or any part thereof; and
- v) you may vary the Minimum Balance at your absolute discretion and from time to time by giving notice in writing to me; and
- vi) nothing in Clause 4 herein shall prejudice or affect your right to be indemnified by me in respect of any outstanding amount due to you.

- 5. (a) Further, you may at any time and from time to time at your absolute discretion serve me a Call Notice if there are any losses or debit balances outstanding in my account. If I fail to settle the said amount within the period specified in the Call Notice, you may without further notice sell or dispose of the Securities or any part thereof in such manner and for such consideration (whether payable or deliverable immediately or by installments) as you may think fit to settle the losses or any outstanding balance incurred by me PROVIDED THAT you shall be entitled to delay exercise of such right to sell notwithstanding that such right may have arisen until such time or times as you may think fit. Such proceeds of sale shall be dealt with in the manner provided for in Clause 3.

- (b) I agree that you owe no duty of care to me to ensure that the Securities are sold for the best or highest price possible or a reasonable price and I hereby waive any and all rights which I may have to dispute the price(s) that you may obtain upon any sale or the timing of such sale. I acknowledge that any duty or requirement imposed upon you by law or herein or otherwise and whether expressly or impliedly to mitigate any loss consequent upon the occurrence of any default hereunder is hereby expressly excluded. Furthermore, you shall not be responsible for any loss or damage from or through any brokers or others employed in the sale of the Securities or for any loss or depreciation in value of any of the Securities arising from or through any cause whatsoever or for any other loss of any nature whatsoever in connection with the Securities.

- 6. Any dividends, interest or other payments which may be received or receivable by you in respect of any of the Securities may be applied by you as though they were proceeds of sale notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the signature of this MOD you may have paid the said dividends interest or other payments to me or my order. Without prejudice to the rights and obligations hereby created any dividends interest or other monies hereby charged that may be received by me after the power of sale hereunder has arisen (less all fees and charges for handling dividend, processing of entitlement from merger, reorganization or reconstruction as prescribed by your nominee in consideration of its services herein and all expenses and outgoings whatsoever paid or incurred by your nominee with respect thereto) shall be held in trust for you and paid over to you on demand. You may, through your nominee deduct any amount due to you or your nominee from any moneys received by your nominee for me provided that notice in writing thereof is given to me.

- 7. I shall at any time if and when required by you execute such further legal or other charges or assignments in your favour as you shall at any time and/or from time to time require over all or any of the Securities and all rights relating thereto both present and future (including substituted securities and any vendor's lien) and/or over any assets and any other transfers or documents that you may from time to time require for perfecting your title to the same or for vesting or enabling you to vest the same in you or your nominees or in any purchaser to secure the Indebtedness covenanted to be paid or otherwise hereby secured, such further charges or assignments to be prepared by you or on your behalf at my cost and to contain an immediate power of sale without notice and such other clauses for your benefit as you may reasonably require.

- 8. During the continuance of this security I will pay all calls or other payments due in respect of any of the Securities and in the event of my default you may if you think fit make such payments on my behalf. Any sum so paid by you shall be repayable by me or my legal representatives to you on demand and pending such repayments shall be a charge on the Securities and shall also bear interest from the date of payment at such rate(s) as you may determine in your absolute discretion.

- 9. You or your nominee(s) may exercise at your or their discretion (in my name or otherwise at any time whether before or after the power of sale hereunder has arisen and without any further consent or authority on my part) in respect of any of the Securities all duties, rights and powers in respect of the same including any voting rights and all the powers given to trustees by statute in respect of securities or property subject to a trust and all powers or rights which may be exercised by the persons in whose name or names the Securities are registered under the terms thereof or otherwise.

10. I hereby covenant that I shall :

- (a) comply with the Rules for Trading by Member Companies, as amended from time to time, and all other rules directives and guidelines as may from time be prescribed by the BMSB or any other relevant authority (hereinafter collectively referred to as "the Trading Rules"), to the extent that they are applicable to me;
- (b) not without your prior written consent create or purport to create or permit to subsist any mortgage debenture lien or encumbrance (other than in your favour) on or over the Securities or any part thereof or interest therein;
- (c) not without your prior written consent sell, transfer or otherwise dispose of the Securities or any part thereof or interest therein or attempt or agree so to do;
- (d) not do or cause or permit to be done any thing which may in any way depreciate jeopardise or otherwise prejudice the value to you of the security hereby created;
- (e) not without your prior written consent withdraw or attempt to withdraw any of the Securities if the amount of the Indebtedness exceeds the value of the Securities, as valued by you in accordance with Clause 28;
- (f) instruct you to purchase securities on my behalf within the trading limit set out in the Schedule hereto which trading limit may be varied by you at any time or from time to time without prior notice to me;
- (g) irrevocably and unconditionally authorise you to debit my accounts to settle any monies payable by me under any other accounts including the cash or margin trading account and futures trading account (if any) opened with you or any of the subsidiaries of your parent company and to transfer the monies towards settlement of the outstanding balances under these other accounts ("the other Accounts"); and

- (h) authorise my Dealer's Representative to communicate to you and/or instruct you on my behalf to exercise any rights or benefits (if any) which I am entitled to in respect of the Securities PROVIDED ALWAYS that this authorisation shall only be revoked by me by giving you prior notice in writing.
11. If you receive notice of any subsequent mortgage assignment or other disposition affecting the Securities or any part thereof or interest therein you may open a new account for me. If you do not open a new account then unless you give express notice to the contrary to me, you shall nevertheless be treated as if you had done so at the time when you received such notice and as from that time all payments made by or on behalf of me to you shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from me to you at the time when you received notice.
12. You may at any time and from time to time at your absolute discretion and at my expense register the Securities in your/your nominee's name even if the power of sale has not yet arisen.
13. The Securities shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of the Indebtedness owing but shall be a continuing security and extend to cover all or any sums which shall for the time constitute the balance due from me to you on any account or otherwise.
14. This security is in addition to any other security held by you now or hereafter and shall not be in any way prejudiced by any of the following:
- (a) any variation addition or termination of any credit to me or of the terms thereof;
  - (b) any time forbearance or indulgence granted by you to me or to any surety or any other person;
  - (c) the renewal of any bills, notes, or other securities;
  - (d) your dealing with exchanging releasing modifying abstaining from perfecting or enforcing any securities other guarantees or rights which you may now or hereafter have from or against me or any other person;
  - (e) the taking of any other securities or guarantee from any other person; and/or
  - (f) your entering into any arrangement with me or with any other person or guarantor.
15. I hereby agree that you may at any time without notice (before as well as after demand) notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of my then existing accounts including accounts in your name or my name jointly with others (whether in Ringgit Malaysia or in any other currency) wheresoever situate and or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of the Indebtedness owing by me to you. Where such combination set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at such rate of exchange as may be determined by you in your absolute discretion for purchasing the currency for which I am liable with the existing currency so converted.
16. Any monies received hereunder may be placed and kept to the credit of a suspense account for so long as you may think fit without obligation in the meantime to apply the same or any part thereof in or towards discharge of the Indebtedness due by me to you. Notwithstanding any such payment, in the event of proceedings in or analogous to liquidation composition or arrangement you may prove for and agree to accept any dividend or composition in respect of the whole or any part of the Indebtedness in the same manner as if this security had not been created.
17. A declaration by any of your officers that I have made default and that the power of sale has become exercisable shall be, in the absence of manifest error, conclusive evidence against me in any legal proceedings. For all purposes including legal proceedings, a certificate by any of your officers as to the money and liabilities for the time being due or incurred to you from or by me shall be conclusive evidence against me in any legal proceedings.
18. Notwithstanding any provisions herein to the contrary, you are not obligated to release the Securities on the discontinuance of the security hereby created until and unless you have fully satisfied yourself that no further money and liabilities whether certain or contingent are now or hereafter owed or incurred to you by me.
19. You are at liberty but not bound to resort for your benefit to any other means of obtaining payment or securing performance at any time and in any manner or order as you deem fit without affecting the security evidenced by this MOD. You may exercise and enforce your rights under this MOD either before resorting to other means of obtaining payment or securing performance or after such means have been resorted to in respect of any balance due or outstanding liabilities or obligations and in the latter case without entitling me to any benefit from such other means so long as any liability or obligation remains due or owing or payable or outstanding (whether actual or contingent) from me to you.
20. No delay or omission on your part in exercising any right power privilege or remedy in respect of this MOD shall impair such right power privilege or remedy or be construed as a waiver nor shall any single or partial exercise of any such right power privilege or remedy preclude any further exercise thereof or the exercise of any other right power privilege or remedy. The rights powers privileges or remedies provided in this MOD are cumulative and exclusive of any rights powers privileges or remedies provided by law.
21. a) Any demand notice or other communication to me, from you or your nominee, shall be deemed to have been sufficiently served if sent through any one or more of the following methods :
- i) by registered or ordinary post to my address stated herein or the address last known to you and shall be deemed to have been received two (2) calendar days after the date of posting notwithstanding postal delay of notification or whether the same is actually received by me or not;
  - ii) by facsimile and shall be deemed to have been duly received upon successful transmission of the notice;
  - iii) if I utilise the Service, by transmitting such notice by electronic mail to my email address stated herein or to my last known email address known to you and shall be deemed to have been duly received at the moment of despatch; or
  - iv) publishing such notice in the designated forum provided in the Service (if applicable) and shall be deemed to have been duly received at the moment of publication.
- b) All notices (including of any change in my address) sent by me to you shall be sent through the designated forum as provided in the Service or sent by registered post or ordinary post or delivered personally to you at your then prevailing place of business or via facsimile and any such notices shall be deemed received by you only when you have actual knowledge of the notices in the case of service through facsimile or through the designated forum provided in the Service (if applicable) or in the case of service by post or by hand when you had in fact received the same.
22. No payment to you (whether under any judgement or court order or otherwise) shall discharge my obligations and liabilities hereunder unless and until you shall have received payment in full in Ringgit Malaysia and to the extent the amount of any such payment made in any other currency shall on actual conversion into Ringgit Malaysia fall short of such obligation liability expressed in Ringgit Malaysia you shall have a further cause of action against me and shall be entitled to enforce this MOD to recover the amount of the shortfall.

23. You shall be at liberty at your absolute discretion and at any time with or without the concurrence of and without due or any notice to me to assign all your rights and obligations under this MOD to such person or persons on such terms as you may deem fit. I shall not assign any of my rights under this MOD without your prior written consent.
24. This MOD shall not be determined by you being absorbed by or amalgamating with or taking over any other corporation but shall endure and be available for past and subsequent advances and all other purposes for or by the absorbing or amalgamated company or concern and/or your successor in title.
25. This MOD shall be in full force and binding upon me, my executor(s), administrators, heirs or legal/personal representatives and shall inure to your benefit and that of your successors or assigns. This MOD shall not be determined or affected by my death or insanity but shall in all respects and for all purposes be binding and operative against my executor(s), administrators, heirs or legal/personal representatives as the case may be or in the case of my insanity against the person(s) legally entitled to represent me.
26. The law governing the interpretation construction and enforcement of this MOD is the law of Malaysia and I hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.
27. I agree that the Trading Rules shall apply to this MOD and my contract with you in respect of your dealing in securities on my behalf ("the Contract") PROVIDED THAT in the event of any inconsistency between any provision in the Trading Rules and any provision in this MOD or the Contract, such provision in this MOD or the Contract, as the case may be, shall prevail but only to the extent that such provision in the Trading Rules is not mandatory. In all other cases, such provision in the Trading Rules shall prevail.
28. I agree that you are entitled to value the Securities in accordance with the following:
- (a) a Security which is quoted on the Main Board of the BMSB shall be valued at 70% (or such other percentage as may be determined by you at your absolute discretion at any time and from time to time with or without notice to me) of the closing price per unit of that Security on the trading day immediately preceding the day of valuation;
  - (b) a Security which is quoted on the Second Board of the BMSB shall be valued at 40% (or such other percentage as may be determined by you at your absolute discretion at any time and from time to time with or without notice to me) of the closing price per unit of that Security on the trading day immediately preceding the day of valuation or 40% of RM10.00 (or such other percentage of such other sum as may be determined by you at your absolute discretion at any time or from time to time with or without notice to me) whichever is the lower;
- Provided that Securities which:-
- (c) have been suspended from trading on the BMSB for any reason whatsoever (other than by reason of a temporary or voluntary suspension for a specific purpose, such as pending an announcement of dividends, bonds, rights issue or acquisition of any company or assets); or
  - (d) shall be excluded from valuation. (2) are held under odd lots or non-marketable lots;
  - (e) notwithstanding subparagraphs (a) and (b) above, you shall have the absolute discretion to exclude any other Securities from valuation or ascribe any value other than in the manner set out in subparagraphs (a) and (b) above.
- The value of the Securities so determined by you shall be final and conclusive and binding upon me.
29. In the event of any action in respect of this MOD being begun the court process by which it is begun may be served on me or shall be deemed to have been sufficiently served on me if it is forwarded by registered post to my address stated herein or the address last known to you and service shall be deemed to be made three (3) days after the date of posting irrespective of whether the same is actually received by me or not.
30. All costs and expenses of and incidental to the preparation registration and enforcement of this MOD including your solicitors' costs on a solicitor-client basis shall be borne by me.
31. I consent to the disclosure by you of such information regarding the conduct of my accounts with you and the Securities deposited with you to your parent company, other subsidiaries of your parent company and the regulatory authorities.
32. I expressly acknowledge and confirm that as all transactions are conducted through a dealer's representative, you shall be entitled to rely solely on the Dealer's Representative's confirmation of the transactions executed for me. You shall not be entitled to require any verification from me as to the transactions executed by the dealer for me nor are you obliged or under any duty whatsoever to make any enquiry or require any verification of such transactions from me or any other party.
- Each contract note issued by you on a transaction shall be final and conclusive proof that the said transaction had been effected by or for me and shall not be challenged by me on any account whatsoever.
33. In this Memorandum of Deposit where the context so permits:
- (a) words importing any gender include all genders
  - (b) words applicable to natural persons include anybody or persons company corporation firm or partnership corporate or unincorporated;
  - (c) words in the singular include the plural and words in the plural include the singular.

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