

TERMS AND CONDITIONS FOR ACCESS TO AND USAGE OF ELECTRONIC INVESTOR SERVICES FOR FOREIGN TRADING

HLIB has introduced a system of electronic investor services known as HLeBroking – Foreign Trading (“the Service”) provided through an internet portal operated by HLIB or other provider(s) from time to time which offer access to stockbroking services provided by HLIB. The Service shall be utilised through media agreed by HLIB from time to time for the purpose of trading of shares and stocks listed on the Bursa Malaysia Securities Berhad (“BMSB”) through HLIB, 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 HLIB 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 HLIB from time to time. Notwithstanding the generality of the foregoing provision, HLIB 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 The Service comprises of the following:-

- a) access to real-time quotes;
- b) the placing of orders to buy or sell securities through dealer’s representative(s);
- 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 HLIB 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 the Service from time to time.

1.3 The Client shall utilise the Service solely for the Client’s own purpose and not extend it for use by a third party.

1.4 HLIB may at any time and from time to time, vary or change the Services or 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, data or services provided through the Service has been obtained by HLIB only for the Client’s information through sources, including authorised dissemination agents of the BMSB, believed by HLIB to be reliable at all material times. HLIB does not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of such information provided thereof. There may be delays, omissions, glitches 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, data or services 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, 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:-

- a) any unauthorised use of any of its Password, or of the Service or any information obtained thereunder;
- b) 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;
- 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 Service; and/or
- e) any changes in personal particulars including but not limited to the location of the HLeBroking – Foreign Trading 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 :

- a) 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;
- 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 amounts due and outstanding from the Client to HLIB.

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 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 set out immediately above, 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. Client's Representation, Warranties and Undertakings

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 set out immediately above 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 as follows: -

- a) HLIB is providing the Service on the basis of the Client's agreement to be bound by the Terms & Conditions.
- b) its agreement with HLIB 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.
- c) 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.

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.