



<b>TERMS AND CONDITIONS</b>
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I, the Applicant, hereby declare, confirm, acknowledge, authorise, instruct, agree, represent, warrant and undertake, as follows:-

**General Terms and Conditions Applicable to All Accounts**

- (1) request and authorize M&A to open, in my name, the account(s) as I have indicated and applied for under the account name set out above (hereinafter referred to as my "Accounts") and agree that my application herein is subject to M&A's approval and M&A shall have its sole and absolute discretion to reject my application or impose such conditions and/or restrictions as M&A may deem fit without assigning any reason whatsoever. For avoidance of doubt, all references to my "Accounts" hereinafter shall include all the accounts that I have applied for at any time and from time to time together with each of the corresponding facility(ies)/service(s)/CDS accounts or where the context permits or requires, any one or more of them;
- (2) undertake to abide by all statutory enactments, rules, regulations, by-laws, directives of the Exchange, any other stock exchange(s) and/or any relevant authority(ies) and any subsequent new statutory enactments, rules or regulations, amendments or revisions that may be from time to time brought into force or imposed;
- (3) all transactions by M&A or its agent(s) on my behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations ("Rules") of the relevant stock exchange(s) on which the non-Ringgit securities are listed and its clearing organisation(s) on which such transactions are executed or cleared by M&A or its agent(s) or any of its affiliate(s) for my Accounts, to all applicable Rules of governmental/foreign government authorities and self-regulatory organization(s) and to all applicable laws and regulations promulgated thereunder. M&A shall not be liable to me as a result of any action or inaction taken by M&A or its agent(s) or any of its affiliate(s) to comply with any such Rules, law or regulation, including, without limitation, any liquidation, in whole or in part, of my positions or any other action taken in the event that any stock exchange(s) declare an emergency;
- (4) declare that the information given herein is accurate, true, correct and complete and shall remain accurate, true, correct and complete and that I have not withheld any material fact or information from M&A or its agent(s) which might in the view of M&A prejudice this application. I authorise M&A or its agent(s) to verify, in any manner with any third party, the information furnished herein or from time to time as M&A or its agent(s) deem fit and I further undertake to furnish M&A or its agent(s) promptly with such further additional and/or material change of information as M&A or its agent(s) require at any time or from time to time;  
I also authorise M&A or its agent(s) to make any checks and/or obtain any information and/or confirmation, with RAM Credit Information Sdn Bhd ("RAMCI") or from any credit reference agencies, and/or from any financial institutions, on me or any other person, individual and/or entity as M&A or its agent(s) may deem fit, for any purposes which M&A or its agent(s) deem fit.
- (5) declare that I have not been adjudged a bankrupt and there is no pending bankruptcy proceedings against me as at the date hereof; I am not listed as a defaulter by the Exchange, other Participating Organisation and/or any other recognised stock exchange(s). Upon occurrence of any or more of the aforesaid event, I agree and undertake to immediately cease trading and shall forthwith notify M&A in writing of the occurrence of the aforesaid event. Without prejudice to the aforementioned, upon M&A receive my written notification or otherwise have notice of the occurrence of the aforesaid event, M&A shall have the right and discretion to immediately cease my trading and services provided thereon. However, all orders, instructions and communications carried out by me under my Accounts shall be valid and enforceable against me;
- (6) agree that M&A may have the absolute discretion to vary any of my trading limit, close or suspend all or any of my Accounts without assigning any reason whatsoever nor M&A is obliged to give a notice to me of the above (including but not limited to the non-trading nature of my Accounts, amounts owing to M&A or its agent(s), or it being dormant). I further agree that M&A and its agent(s) shall not be responsible or liable for any losses whatsoever, loss of investment opportunity or loss of profit as a result of or in connection with any insufficient trading limit howsoever caused;
- (7) acknowledge and agree that I will always be abided by all terms and conditions imposed by M&A relating to the services extended to me herein and my Accounts and that M&A may at any time and from time to time impose or vary such other terms and conditions at its sole and absolute discretion. Upon the imposition or amendment being posted by M&A on its website ("the Site") or being notified to me via post/email, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Site or within two (2) days of mailing of the notice (as the case may be);  
By my continuing to trade or give any order(s) for trade subsequent to the effective date of notice, I shall be deemed to have agreed to and accepted the new or amended terms and conditions imposed by M&A whereof these provisions shall be binding upon me from the date of such posting. The relevant provisions as contained herein shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this agreement at the time of execution hereof;
- (8) represent and warrant that I have good title to such shares, stocks or securities that I may sell through M&A and undertake to promptly deliver to M&A documents of title in respect of securities sold by me or on my behalf;
- (9) undertake to make immediate payment to M&A in respect of securities purchased by me or on my behalf and to pay an amount in advance or security deposit if required for such purchases or in connection with my Accounts;
- (10) agree that all payment(s) shall be drawn in favour of **M & A Securities Sdn Bhd for <my name>** and shall state clearly on the reverse side of the cheque/draft, the client code and nature of the payment, e.g. contract number, quantity and name of securities, contra loss reference, etc. M&A shall not be held liable for any cheque(s)/draft(s) that may be misplaced or misappropriated if such cheque(s)/draft(s) had been given by me to my dealer's representative for payment to M&A;
- (11) authorise M&A in its absolute discretion to carry out such "selling-out" or "buying-in" of stocks, shares or securities to clear my Accounts position and indemnify M&A in full against all losses, costs and expenses incurred resulting (directly or indirectly) from the above transactions executed by M&A on my behalf;
- (12) agree and undertake to settle immediately all sums of money due on contra losses or other monies howsoever owing under my Accounts and authorise M&A to utilise and setoff any contra profit/gain or proceeds from any sales or monies due to me towards payment or settlement of my liabilities incurred under any Accounts maintained with M&A and/or its group of companies. In this regard, M&A shall be entitled (but not

obliged) to make any setoff from my Accounts prior to actual payment by me of sums owing to M&A. I hereby grants M&A a continuing security interest and/or lien on the assets belonging to me in all my Accounts with M&A to secure the timely repayment of all debts owed by me and that M&A shall be at liberty to use or dispose of these assets without notice to me in whatsoever manner and upon such terms and conditions as M&A deems fit to secure the full payment of such debts, subject to any rules of the Exchange or any other relevant authority or any relevant or under any applicable law in respect of such matter. I agree to fully and effectively indemnify M&A and hold M&A harmless from and against and in respect of any and all losses, liabilities, cost, charges and expenses (including but not limited to solicitors fees on a solicitor and client basis), claims, demands, action and proceedings whatsoever which may be taken against or incurred or sustained by me directly or indirectly from or by reason of or in relation to or arising from or in connection with the dispose of these assets. I further agree that M&A may at its absolute discretion refuse to act on my instruction to effect transfer/withdrawal of these assets including the securities in the event there is an outstanding debt or liabilities due to M&A;

- (13) agree and undertake to pay M&A promptly interest costs and all charges including late payment charges at such rate(s) determined by M&A on the outstanding debit balance of my Accounts. I shall pay all fees, service fees, commission, goods and service tax and other charges relating to the transactions which M&A shall determine and impose from time to time, including legal fees incurred by M&A on a solicitor and client basis in the enforcement of any of my obligations and liabilities; acknowledge and agree that M&A may retain, for the benefit of M&A and without any obligation to account to me, any interest M&A receives from my monies deposited in the Trust Account (the "Client's Monies"). Subject to the foregoing, M&A may, in its sole and absolute discretion and from time to time, pay such interest as it may determine to me in relation to such Client's Monies after taking into account any taxes and any administrative expenses incurred by M&A in maintaining the Trust Account and I agree and acknowledge that any interest paid by M&A to me may be less than that received by M&A. Subject to all applicable laws, I agree that M&A shall be entitled to retain all of the interest earned from the maintenance of any monies standing to the credit of my Accounts and I agree that M&A shall be entitled to retain all of the returns from investments of monies received on my Accounts
- (14) agree that a statement or certificate issued by M&A as to any sum or sums of any kind or nature whatsoever (whether actual or contingent) outstanding or due from or owing or payable by me to M&A in connection to my Accounts shall, in the absence of manifest error, be final, conclusive and binding on me;
- (15) agree that M&A shall not be responsible or liable for any losses or damages (including any lost of profits, savings or other consequential, special or indirect damages) as a result of any act of God, computer-breakdown, interruptions, omission, errors or delays occurring in the electronic transmission, modem connection, act of public enemy, war, insurgency not, labour disputes, strike, power failure, any act or omission of M&A support or solutions partners or any other disturbances arising out of matters or through causes/circumstances beyond M&A's control;
- (16) agree that I shall not hold M&A or any of its officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of my dealer's representative in carrying out his/her duties in connection with my Accounts;
- (17) agree that all orders made through the telephone or the internet trading facilities shall be deemed to be confirmed and binding on me without any requirement to furnish proof to/from M&A. In this regard, M&A may operate my Accounts and execute trades upon receipt of either my oral or written instructions believed by M&A to be authentic or genuine and to have been given by such one or more person(s) as notified by me from time to time in writing and M&A shall not be made responsible or liable for any loss that may result from unauthorised instructions. M&A is entitled (but not obliged) to seek further evidence to confirm or verify the authenticity of any instructions given or purported to be given by me, without incurring any liability in that respect;
- (18) agree that M&A shall have the right at any time to refuse to act on my behalf, refrain from executing my orders or limit the purchases or sales ordered by me without having to disclose any reason whatsoever for M&A refusal to act and I will not hold M&A so liable;
- (19) authorise M&A to deal in any manner including but not limited to sale or disposal of the whole or part of the stocks/shares/securities pledged to M&A or howsoever held or maintained under or in relation to my Accounts (including my CDS account(s)) including without limitation to the utilisation of all or any cash or securities standing to the credit of my Accounts at any time without notice to me and utilise the proceeds to setoff and discharge any or all my liabilities and obligations due and owing to M&A. I further agree that M&A shall not be liable for any claims whether in contract, tort or otherwise, demands, actions or proceedings, losses and expenses including legal costs and all other liabilities of whatsoever nature or description which may be incurred or suffered by me arising from the sales of the said stocks/shares/securities. I also agree that M&A may at its absolute discretion refuse to act on my instruction to effect transfer/withdrawal of securities held in my CDS account(s) in the event there is an outstanding debt due to M&A or its agent(s) in my Accounts;
- (20) undertake to furnish M&A with such additional personal details and particulars as M&A may require at any time and from time to time. I further undertake to notify M&A in writing immediately of any change to my personal details and particulars declared in this application form or as may be provided by me from time to time;
- (21) declare and agree that subject to paragraph 7 above, all communication, notices, demands or other documents required to be given or supplied may be given to me or my dealer's representative by M&A's authorised officer/representative or solicitor and all such communications, notices and demands shall be deemed to be validly served if left by hand or sent by e-mail, telex, facsimile, courier or by post to my address as stated in this application form or my last known address;
- (22) agree that any failure or delay by M&A to insist on compliance with any of these undertakings, terms and conditions or any continued course of such conduct by M&A shall not be construed or constituted as a waiver or relinquishment generally or specifically by M&A of any rights, powers, privileges or remedies accruing to M&A;
- (23) declare that if any undertakings, terms and conditions herein contained, shall be held to be invalid, unenforceable, illegal or otherwise, the invalidity, unenforceability and illegality shall not affect or impair the remaining terms and conditions herein;
- (24) acknowledge that all provisions contained herein together with any liabilities incurred by me hereunder shall be binding upon all my heirs, executors, administrators, personal representatives, successors-in-title, receivers, trustees in bankruptcy and assignees;
- (25) confirm that I shall not assign any rights, titles or interests to my Accounts and/or under the services/facilities extended herein to any party without M&A's prior written consent;
- (26) declare that all the agreements and undertakings herein contained and the rights and obligations therefrom shall be governed by and construed in all respects in accordance with the laws of Malaysia and I agree to submit to the jurisdiction of the Court of Malaysia;
- (27) agree to fully and effectively indemnify M&A and hold M&A harmless from and against and in respect of any and all losses, liabilities, cost, charges and expenses (including but not limited to solicitors fees on a solicitor and client basis), claims, demands, action and proceedings whatsoever which may be taken against or incurred or sustained by M&A directly or indirectly from or by reason of or in relation to or arising

from or in connection with (i) the use of my Accounts for dealing in Ringgit or non-Ringgit securities and/or (ii) breach or violation of the terms and conditions herein or any third party rights, including but not limited to any infringement of Intellectual Property rights. My obligation to indemnify M&A shall survive the suspension, termination or closure of my Accounts or this agreement;

- (28) agree that M&A are entitled to terminate any or all of my Accounts and the services/facilities extended thereof:
- (a) at any time by prior notice of two (2) trading days; or
  - (b) forthwith in the event of breach or potential breach by me of any terms herein or upon default or potential default of my obligations hereunder, without notice to me.
- (29) agree that M&A (including its officers, employees, agents or representative) are irrevocably authorised to furnish, transfer or disclose at its sole and absolute discretion any or all information in relation to or in connection with me and/or my Accounts at any time and from time to time:
- (a) to any body or authority to whom M&A and its agent(s) are related to or associated with including but not limited to all other companies however which are or which in the future may be associated or related with each other;
  - (b) to the Central Credit Bureau of Bank Negara Malaysia, the Exchange, Securities Commission, Malaysia or any other statutory or regulatory authority to whom M&A and its agent(s) are required to make such disclosure;
  - (c) to foreign authorities as a result of my dealing in securities that are listed and quoted on selected foreign stock exchanges;
  - (d) to M&A's auditors, legal counsels and other professional advisors;
  - (e) to any assignee or potential assignee or other person purporting to enter into contractual arrangements with M&A in relation to my Accounts;
  - (f) to such other person(s) authorised by M&A for confidential use in connection with or arising out of the operation of any Accounts maintained with M&A (including but not limited to provision of information relating to data processing, statistical and risk analysis purposes);
  - (g) to any person pursuant to any written law or order of any court of competent jurisdiction; or
  - (h) to anyone M&A deem fit in its interest to do so;

**AND** I hereby expressly consent to such disclosure and agree that I shall not hold M&A, any of its officers, employees, agents or representative responsible or liable for disclosure of such information whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto whatsoever and whether before on or after the date of this application form;

- (30) M&A is irrevocably and unconditionally authorised to make enquiries and/or to request and receive ad-hoc statements of account in respect of my CDS account maintained with M&A as an Authorised Depository Agent, as and when M&A shall deem fit and/or as deemed necessary by M&A in its absolute discretion and to disclose my balance enquiries on my CDS account for purposes of my trading transactions to my dealer's representative(s) (whether present or future), authorised officers and M&A's employees or agents or any other person as M&A may think fit or necessary without the need to seek my consent;
- (31) unless otherwise disclosed in writing, I hereby confirm that I am the beneficial owner of my Account, am acting for myself and not as nominee, custodian, trustee and/or for and on behalf of any other person;
- (32) agree to do all such acts and things and sign all such further documents in such forms and content and upon the terms and conditions as may be determined/required by M&A or its agent(s) from time to time in connection with my Accounts;

**Specific Terms and Conditions Applicable to Day Contra**

- (33) specific terms and conditions including but not limited to brokerage rates applicable to day contra involving trading of a particular securities where the outstanding purchase positions are settled against sale positions of the same securities and where the purchase and sale transactions are transacted on the same date effected via phone or on line internet orders or any other mode are as set out or stipulated in the rules and regulations of the Exchange which may be varied or amended from time to time of which I have read and fully understood;

**Specific Terms and Conditions Applicable to Margin Account, STA Account and DF Account**

- (34) collateral must be deposited with M&A and shall be of a type and amount acceptable to M&A. The trading limit shall depend on the amount of the collateral deposited provided always that M&A may impose a maximum limit for trading;
- (35) M&A may cap or discount the value of the securities provided as collateral for the purpose of determining the trading limit;
- (36) to provide and deposit (at my cost and expense) additional collateral at any time upon M&A request, together with all required documents (e.g. duly completed and valid transfer forms, etc.);
- (37) M&A may suspend, withdraw or terminate the Margin Account, STA Account and DF Account and release such suspension(s) at any time at M&A sole and absolute discretion;
- (38) where any amount outstanding or owing is not settled promptly (whether demanded or not) collateral shall be utilised to settle the amount outstanding or owing. Utilisation/realisation of collateral shall be accorded the priority to be/as determined by M&A, and collateral will be realised to the extent of the amount deemed required by M&A;
- (39) declare and confirm that I am not a person prohibited from obtaining margin financing and/or discretionary financing facilities as stipulated under M&A's policy and in particular, I am not:
- (a) a director, employee or commissioned dealer's representative of M&A;
  - (b) the spouse, parent or child of director or employee of M&A;
  - (c) an individual to whom any of the director, employee or commissioned dealer's representative of M&A had provided a guarantee;

**Specific Terms and Conditions Applicable to Cross Border Trading**

- (40) understand the nature and risks associated with dealings in securities listed in the recognised stock exchange as defined in the rules of the Exchange and I shall assume full responsibilities for all dealings executed in the account;
- (41) all transaction by M&A on my behalf shall be subjected to all applicable rules and regulations including but not limited to the applicable constitution, by-laws, rules, regulations, customs, usage, ruling and interpretations of the relevant recognised stock exchange(s), its clearing organization(s) and/or the rules of the Exchange as amended from time to time governing the transactions and settlement in securities, appointment in correspondent broker, appointment of custodian but not limited to holding of securities outside Malaysia;
- (42) read and understood the Bank Negara Malaysia's Foreign Exchange Administration Rules and shall abide by the rules at all material time. I further agree that M&A shall not be held liable for any action or inaction by M&A or its agents to comply with any such rule, law, regulation or policy including without limitation any liquidation in whole or in part of my position in my Accounts;
- (43) the officers, employees and dealer's representatives of M&A are authorised to furnish all information in relation to or arising from or in connection with my trading account to the Exchange and its parent company, subsidiaries, affiliates, any custodian or correspondent broker so appointed or foreign authorities at any time and from time to time;
- (44) acknowledge and accept that M&A is entitled at its absolute and sole discretion to appoint correspondent broker(s) for execution purposes and/or appoint custodian(s) for the purposes of holding the securities purchased by me and facilitating my trading in the said recognised stock exchanges and that I shall bound by any terms and conditions of agreements executed between M&A and such correspondent broker(s) or custodian(s) so appointed for such purposes;
- (45) acknowledge that trading in securities on recognised stock exchanges may be delay in stock quotes and execution of order(s) via the correspondent broker(s). While M&A will take reasonable care to mitigate any such delay, I agree that neither M&A nor any of its officers, employees and dealer's representatives shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by me in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of M&A;
- (46) acknowledge and agree that my ability to deal in securities on recognised stock exchanges may be restricted to the trading hours when Bursa Malaysia Securities Berhad is open for trading. M&A may at its absolute discretion (but not obliged to) to increase the trading hours from time to time. M&A shall not be held liable for any loss, claim, damage, cost or expense suffered or incurred by me, or profit or advantage of which I may be deprived, which arises from the restricted trading hours of M&A and my inability to deal in securities when M&A is not open for dealing notwithstanding that the recognised stock exchanges may be open for trading;
- (47) acknowledge and consent that any securities beneficial owned by me held with M&A or its custodian(s) for any reason whatsoever may be held with other securities beneficial owned by the other clients of M&A on an aggregate or omnibus basis;
- (48) agree that all payments/settlements for the non-Ringgit securities shall be settled in Ringgit or the traded currency as indicated by me in Section E hereof or as may be instructed by me from time to time at the exchange rate(s) to be determined by M&A based on the exchange rate(s) quoted by its bank. I agree to bear all losses, damages, costs, charges or expenses that result from any currency conversion thereon;
- (49) agree and ensure the delivery and settlement of the non-Ringgit securities shall be effected not later than the scheduled settlement date of the relevant recognised stock exchange. If the said scheduled settlement date falls on the public holiday in Malaysia, I agree that the delivery and settlement of the non-Ringgit securities shall be effected not later than one trading day preceding to the said public holiday;
- (50) acknowledge and agree that contra transaction(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of M&A and subject to the laws, rules and regulations of the relevant recognised stock exchanges. M&A shall not be held liable for any loss, claim, damage, cost or expense suffered or incurred by me, or profit or advantage of which I may be deprived, which arises from M&A's refusal to allow the contra transaction(s) regardless of such contra transaction is allowed by the recognised stock exchanges;

**Specific Terms and Conditions Applicable to eStatements**

- (51) instruct and authorize M&A to deliver the contract notes, set-off statements, contra statements, monthly statements, letters, circulars and other mean of communications whatsoever (collectively referred to as "eStatements") to me via electronic mail/means ("Email") to my Email Address as provided herein;
- (52) confirm the Email Address as provided herein is true and correct;
- (53) agree to immediately inform M&A in writing in the event there is a change to my Email Address or there is an intension to revoke the standing instruction to receive the eStatements via Email as provided herein;
- (54) understand, accept and assume the inherent risks in receiving the eStatements. The inherent risks include but not limited to the security risk of interception, unauthorized access and risk of corruption to such communications and the risk of viruses, hacks or other harmful devices whatsoever and I will not hold M&A or its employee or agent responsible and/or liable whatsoever of such inherent risks;
- (55) understand and agree that I will no longer receive eStatements in hardcopy from via the postal service once M&A process my request save as provide hereunder;
- (56) agree to inform M&A immediately in the event of not able to receive/view/print/download the eStatements;
- (57) agree to receive the eStatements in hardcopy via postal services or other means of communications as may determine by M&A in the event of remote possibility of system failure;

**Specific Terms and Conditions Applicable to ePayment**

- (58) confirm the bank account as provided herein is true and correct;
- (59) agree to inform M&A or its employee or agent when effect payment of any sums via my bank account to M&A's designated bank account;
- (60) agree and understand that the instruction or effect of payment by me via my bank account to M&A's designated bank account shall not constitute payment to M&A. Until such time that M&A has received the payment in respect of transaction(s) in full or any or all sums owing to

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it by me, I agree and consent that M&A shall be entitled to exercise its full rights under the terms and conditions as stated herein or at law without further reference to me;

- (61) agree that all sale proceeds and contra profits credited by M&A and/or its agent bank(s) into my bank account shall be deemed to be discharged of M&A's obligation to me in accordance with Fixed Delivery and Settlement System (FDSS) of the Exchange;
- (62) agree that M&A shall in its discretion be entitled from time to time during the bank working day at Kuala Lumpur to pay the sale proceeds, contra profits and other payments due by M&A to me credited into my designated bank account via electronic payments ("ePayment") or telegraphic transfers. M&A may, at its absolute option, elect to pay the sale proceeds, contra profits and other payments due by M&A to me by cheque and such election shall be binding on me;
- (63) agree that M&A is not responsible for any errors, inaccuracies or omission in the information that may be displayed or transmitted by M&A's agent bank to my designated bank account for the purpose of utilizing the ePayment services. Such errors, inaccuracies or omissions shall not prejudice or effect in any way my obligation to pay all and any amounts owing to M&A;
- (64) acknowledge and agree that M&A and/or its staff or agent shall not be held responsible or liable for any direct, indirect, incidental, punitive, special or consequential loss, damages, costs and charges suffered by me or any other party as a result of any failure by M&A's agent bank to credit payment of the sale proceeds, contra profits and other payments to my designated bank account or as a result of any malfunction, omission, errors, delays, partial or total failure of any machine, data processing system, electronic transmission or communications system howsoever caused;

**Interpretation of Provisions Applicable to All Accounts**

- (65) in the event of any inconsistency among the General Terms and Conditions, the Specific Terms and Conditions and the Additional Terms and Conditions for M&A Online, the provisions which on interpretation are most favorable to M&A shall prevail;
- (66) the General Terms and Conditions, the Specific Terms and Conditions and the Additional Terms and Conditions for M&A Online as contained herein, which expression shall, where the context so permits, include any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any other instrument(s) now or hereafter or from time to time executed supplemental thereto or in substitution thereof;
- (67) time wherever mentioned shall be of the essence;
- (68) words in the singular number only shall include the plural number and vice versa.

**ADDITIONAL TERMS AND CONDITIONS FOR M&A ONLINE**

In consideration of M&A granting and continue to grant me access to and use any of the Service (as defined hereinafter), I hereby declare, confirm, acknowledge, authorise and agree to be bound by the additional terms and conditions herein contained (the Terms and Conditions as stated in Section M above and these additional terms and conditions for M&A Online shall collectively referred to as the "Terms and Conditions", which expression shall, where the context so permits, include any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any other instrument(s) now or hereafter or from time to time executed supplemental thereto or in substitution thereof).

- (1) Service
  - (a) the Service to be provided by M&A to me under this section hereof shall be solely for my own purpose and the Services shall not be extended to any third party(ies). Such services shall include any of the functions and services provided by M&A through electronic trading portal known as 'M&A Online' operated by M&A or other service provider(s) which include, without limitation, the following:
    - (i) request, transmission, execution and confirmation of order(s) for the sale(s) and purchase(s) of securities (whether through telephone, facsimile transmission, intranet, internet, email, in writing);
    - (ii) cancellation, amendment or modification of order(s) provided such order(s) has/have yet to be executed or matched;
    - (iii) on-line account status inquiries, account and order confirmation;
    - (iv) portfolio management services;
    - (v) information and price quotation services; and/or
    - (vi) such other services that may be introduced by M&A from time to time at its absolute discretion (collectively "the Service");
  - (b) in consideration of me paying to M&A a fee pursuant to paragraph 9 hereinafter and complying with the Terms and Conditions, M&A shall grant and continue to grant me any one or more of the Services as set out above provided always that M&A shall be entitled, at any time and from time to time without notice and without assigning any reason therefore and without in any way being liable for any costs, losses or damages whatsoever to me to:
    - (i) amend, modify, suspend or terminate the Services;
    - (ii) suspend or terminate my access to or use of the Services; and/or
    - (iii) de-activate my password/access codes;
  - (c) I acknowledge that the use of some Links (as defined hereinafter) or functions or services on the Services provided by M&A or its agents may be governed by additional terms and conditions. In the event I choose to visit or view any other website established through these Links those additional terms and conditions will apply to me for use of such Links in addition to the Terms and Conditions;
  - (d) I agree that M&A may in its sole discretion establish a Link for me to access into Third Party Content which shall be on another website and M&A shall not obliged to edit or manage (except to provide the Links) the third party content nor verify the accuracy thereof and M&A shall be entitled to exclude any liability in respect of the Third Party Content through this paragraph and/or by the automatic appearance of an express disclaimer to that effect on M&A's website;

“Links” mean any and all means by which one web page may permit its users/visitors to connect to or view another web page within the window or frame of a browser or other application.

“Third Party Content” means any other information or content provided by any party other than M&A on its online trading portal or Service.

(2) Media of Service

- (a) I shall utilise the Service through any medium of communication which M&A may, in its absolute discretion specify, adapt or introduce for use to me from time to time;
- (b) M&A 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 me;
- (c) I shall at my own cost and expense be solely responsible for obtaining and/or procuring access to the Internet, as well as all telecommunications lines, equipment, electric supply, software and other utilities require or necessary for me to access and/or use the Service;

(3) Trading Orders and Cancellation of Orders

- (a) I shall be responsible for safeguarding my user identification name, password and Trading PIN. Any order(s) received by M&A through the use of my user identification name, password and Trading PIN shall deem to have been issued/given by me. M&A and its dealer’s representatives, employees and agents shall have no responsibility or obligation whatsoever to inquire further as to whether the placing of such orders has been properly authorised;
- (b) I agree and undertake to ensure all order(s) and trade(s) by me is in compliance with all statutory enactments, rules, regulations, by-laws, directives of the Exchange, the recognised stock exchange(s) and/or relevant authority(ies) and any subsequent new statutory enactments, rules or regulations, amendments or revisions that may be from time to time brought into force or imposed. M&A shall use its best endeavour to communicate to me any revisions and updates to the laws and rules of the Exchange, recognised stock exchange(s) and/or any relevant authority(ies) via its website, by posting of the same to me or through my dealer’s representative;
- (c) the receipt and/or execution of order(s) initiated by me shall not be deemed acceptance by M&A of my order(s) until and unless:
  - (i) the full and complete details of such order(s) are actually received and recorded by M&A;
  - (ii) my order(s) is within the parameter(s) designated by M&A or by the Exchange or by the recognised stock exchange(s) from time to time;
  - (iii) my order(s) may be relied and acted on by M&A without further reference to or verification from me; and
  - (iv) my order(s) is not subject to further review of M&A for any reasons whatsoever.

I agree that I shall have no claim whatsoever against M&A in respect of any losses, liabilities, costs, expenses, loss of profits and/or advantages resulting from any failure by M&A to receive and/or execute my order(s) as aforesaid.

- (d) notwithstanding the above and in relation to the order(s) accepted from me, M&A reserves its sole and absolute rights with or without notice to me to:
  - (i) from time to time or at any time, design or specify the parameter(s) defining the order(s) that may be entered by me, including restriction to specific instruments or size of order(s);
  - (ii) limit and restrict all or any of my order(s) for any reason whatsoever. The right to limit or restrict order(s) shall nevertheless be subject to me continuing with the sale and/or purchase of the securities in question;
  - (iii) reject all or any of my order(s) for any reasons whatsoever;
  - (iv) change or remove all or any of my order(s) from the order book/list and cancel any trade by me for any reasons whatsoever; and
  - (v) discontinue accepting order(s) from me at any time for any reasons whatsoever;

I agree that I shall have no claim whatsoever against M&A in respect of any losses, liabilities, costs, expenses, loss of profits and/or advantages resulting from M&A exercising its sole and absolute rights as aforesaid;

- (e) M&A agrees to guide or train me, upon my request, on the requirement of the rules of the Exchange and recognised stock exchange(s) in relation to the entry and trading of orders and other applicable requirements. Notwithstanding the aforesaid, I acknowledge and agree that it is my primarily responsibility to ensure compliance to the rules of the Exchange and recognised stock exchange(s) and the guidance/training provided by M&A is for my general knowledge and understanding. I agree that I shall have no claim whatsoever against M&A or its dealer’s representatives, employees or agents in respect of any losses, liabilities, costs, expenses, loss of profits and/or advantages resulting from the guidance/training provided by M&A or its dealer’s representatives, employees or agents;
- (f) I understand that the system availability, response time and trade execution may be affected by changes in market conditions, system performance and others. I shall not hold M&A responsible for any delays in the acceptance, communication and execution of orders resulting from any factors that may affect the availability of the Service;
- (g) I acknowledge that not all trades will be executed concurrently with the order(s) issued by me. I further acknowledge and accept, without liability of M&A, its employees or agents, that there will be times when a quoted price will change prior to the execution of the order due to market circumstances and M&A shall not be held liable for any financial loss arising as a result thereof;
- (h) I shall be entitled to change or cancel any order(s) that it has successfully transmitted but not executed. I acknowledge that a request to change or cancel any order(s) can only be done if such request is received and effected before the order(s) is executed or matched;
- (i) I fully aware that all my online orders to buy or sell securities, or modifications or cancellations of the orders are submitted directly to the Exchange for matching without any intervention or keying-in by my Dealer’s Representative upon my request to tag all my online orders as “Straight Through Processing” (also known as “Direct Market Access”) is approved by M&A. In consideration of M&A to grant me this “Straight Through Processing” function, I confirm and agree that I have:
  - (i) knowledge of the process of entering the “Straight Through Processing” orders;
  - (ii) knowledge of the requirements in the Rules of the Exchange in relation to trading on the stock markets of the Exchange; and
  - (iii) knowledge of the relevant laws pertaining to trading on the stock markets of the Exchange.

and I undertake to comply fully with all the Rules of the Exchange and the relevant laws.

(j) I fully understand and agree that M&A has its sole and absolute discretion and rights to withdraw the approval as stated above at any time without notice to me and without assigning any reasons whatsoever.

(4) Deposit

(a) M&A reserves the right to require me to place cash and/or such other securities acceptable to M&A as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of M&A to determine the amount and value of deposit payable by me and the time and manner for the placement and nature of such deposit and the terms of refund of the same, if applicable;

(b) M&A shall not be held responsible or be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by me arising from M&A failure or refusal to provide the Service to me or arising from failure, refusal or delay by me to place such deposit;

(5) Limitation of Liability

(a) M&A does not warrant the reliability, merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the Service including but not limited to data, information, messages, access, the execution of order(s), training, guidance and change, restrict, limit or cancellation of order(s) and I further agree that neither M&A nor its dealer's representatives, employees or agents shall be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of M&A to execute, cancel or change such orders;

(b) I agree that neither M&A nor its dealer's representatives, employees or agents shall be liable in any way for all or any of the following:

(i) any inaccuracy, error or delay in, or omission of any such data, information or messages, or any other aspect of the Service or transmission or delivery of any such data, information or message;

(ii) any loss or damages arising from or occasioned by:

(aa) any such inaccuracy, error or delay in, or omission;

(bb) performance or non-performance;

(cc) interruption of any data information or message, or any other aspect of the Service, due either to any negligent, act or omission by M&A or any disseminating party, or to any "force majeure" events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of M&A or any disseminating party;

(iii) any decision made or action taken by me or any other persons whomsoever in reliance upon the data, information or messages disseminated and/or provided by the Service;

(c) in addition to and not in derogation of any other terms contained herein, I agree that, in providing the Service, neither M&A nor its dealer's representatives, employees or agents, in any event, be liable to me or any other parties having access to the Service whether with or without M&A's consent for any direct, consequential, incidental, special or indirect losses or damage (including but not limited to loss of profits, trading losses and damages) that results from any inconvenience, delay or loss of the use of the Service or access to my Accounts, or any of the circumstances enumerated in this paragraph, notwithstanding that M&A had been advised of the possibility of such damages or losses;

(d) I further agree that neither M&A nor its dealer's representatives, employees or agents shall be liable for any loss resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephones or other interconnect problems, unauthorised access, theft, errors, weather, earthquakes, floods and strikes or other labour problems. I agree that I shall not, in any way prejudice the contractual and statutory rights of M&A and participating information providers in or to the information furnished through and in the Service and shall comply with all written requests from such parties as they may deem necessary to protect their respective rights;

(e) neither the Service nor the information provided thereunder is intended to amount to or constitute a financial, investment, tax or legal advice. Although the Service provides access to opinions, information or recommendations are developed or endorsed by M&A and the Service shall not be constructed as amounting to offers, invitations or solicitations to buy or sell or otherwise deal with the securities concerned;

(f) M&A 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. I acknowledge that all orders made by me through the Service and executed by M&A pursuant thereto are made at my sole and absolute risk;

(g) I acknowledge that the Exchange is the regulatory and supervisory authority of M&A and that it shall have the right to examine, inspect or scrutinise my terminals for audit and other supervisory purposes as and when it deems fit. I acknowledge that I shall not hold M&A liable for any costs, damages, losses that may arise from such actions;

(6) Intellectual Property Rights

(a) I acknowledge that M&A, the Exchange and other information providers own certain copyright, trademarks and other Intellectual Property rights subsisting in or used in connection with the Service and the website, and I undertake that I will NOT, at any time, question or dispute the ownership of the same. Unless otherwise stated, M&A shall be deemed to be the author and sole owner of the Intellectual Property rights subsisting in the layout, design, programming code, testing documentation and other contents and information created and/or derived by M&A in the course of or in connection with the performance of this agreement;

(b) I undertake that I will not at any time:-

(i) abuse or permit the abuse of any intellectual property rights or adopt any trade mark, service mark, trade name, or commercial designation that includes or is similar to or may be mistaken for the whole or any part of the same used by M&A; and

(ii) reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Service (including any electronic materials necessary for its operation), and any other data, program or other material stored that I may have access to except to the extent that the I expressly permitted to do so by M&A;

(c) I acknowledge that civil and criminal penalties may be incurred in the event of any infringement of any Intellectual Property rights subsisting in any part of the Service or otherwise in connection with the Service and that any such infringement by me may result in incalculable damage and/or loss to M&A, and accordingly agrees that, in addition to any other right or remedy of M&A, M&A shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof;



(7) Notification by Client

- (a) I agree that I shall notify M&A immediately and in any case not later than twenty-four (24) hours from the time I should have reasonably become aware of the existence of any of the following:
- (i) any loss, theft or tempering of the my user identification, password, Trading PIN and/or Accounts number;
  - (ii) any unauthorised use of any of the my user identification, password, Trading PIN and/or Accounts number or of the Service or any information obtained thereunder;
  - (iii) any failed or incorrect receipt of an order initiated by me through the Service; or
  - (iv) any receipt of confirmation (whether electronic, written or otherwise) of an order which I did not place or any receipt of inaccurate or conflicting report of information or any other errors or inaccuracies that may come to the attention of me, in the course of trading;
- (b) I shall be deemed to have received and shall be bound by any notification or acknowledgement given by M&A on the Service concerning the carrying out or execution of my instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by me;
- (c) M&A reserves the right to determine the validity of my objection to a transaction arising from, but not limited to, the above. Should I fail to notify M&A in the time specified above of the occurrence of any of the above incidents, neither M&A nor any of its information or system providers, licensors, employees or agents, shall be responsible and/or liable to me or any other party whose claim may arise through me for any claims with respect to handling, mishandling or the loss of any order;
- (d) all notification from me must be sent directly and communicated to M&A's authorised officer at its offices as indicated in this application form;

(8) Confidentiality

- (a) I shall be responsible for the confidentiality and the use of my user identification name, password, Trading PIN and Accounts number. I further accept full and absolute responsibility for all orders entered through and under my user identification name, password, Trading PIN and Accounts number and any order(s) so received by M&A shall be deemed to have been issued by me. M&A agrees that it will not divulge the same to any third party without the prior approval of me unless it is required to do so by the operation of law and/or where disclosure is necessary for the purpose of performing its obligations under this agreement;

(9) Fees

- (a) I shall pay all the following fees, costs, charges and expenses ("the Fees") in connection with the Service at the times and in the manner stipulated by M&A:
- (i) subscription fees, expenses, handling fee, commission and charges for the Service as M&A may stipulate from time to time;
  - (ii) legal fees (on a solicitor and client basis) and other expenses incurred by M&A in the enforcement of M&A's rights and entitlement under the Terms and Conditions as stated herein and for the recovery of the monies owed by me; and
  - (iii) interest at prevailing rates as determined by M&A on debit balances in my Account(s);
- (b) M&A reserve its absolute rights 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 to me. All fees shall be non-refundable, unless M&A agrees otherwise. I authorise M&A to debit into my Account(s) all Fees due and payable by me to M&A;

(10) Indemnity

- (a) I hereby indemnify and shall keep M&A indemnified at all times against any actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred, paid or payable by M&A in respect of my breach or violation of the Terms and Conditions of this agreement or any third party rights, including but not limited to violation of any intellectual property, propriety or privacy rights and any incorrect, false or misleading information given by me. The obligation to indemnify M&A shall survive the termination of this agreement;
- (b) I accept full responsibility to safe guard all user identification name, password, and Trading PIN and hereby indemnifies and shall keep M&A indemnified against any loss, financial or otherwise, which may result from any unauthorised use of the same by any persons;

**PERSONAL DATA NOTICE**

The Personal Data Protection Act 2010 ("Act") requires notification to relevant parties on the use of their personal data.

1. This notice serves to inform me on how my personal data is being processed by M&A or on M&A's behalf.
2. The personal data processed by M&A may include my name, address, contact details, email address, username, password and any other personal data required for the purposes set out in the paragraphs below.
3. Subject to the relevant laws, M&A may use and disclose my personal data for the following purposes:
  - (a) To enable M&A to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, the Rules of Bursa Malaysia Securities Berhad and its related companies ("Bursa"), the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Financial Services Act 2013 and any other written laws, rules, guidelines, directives or any other relevant authority which govern M&A;
  - (b) To enable M&A to discharge its regulatory, contractual and operational requirements;
  - (c) To provide services;
  - (d) To provide ongoing information on events, research news, stock recommendations and any industry updates;
  - (e) To create directories and databases;
  - (f) To consider application for employment;

- (g) For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
4. My personal data is collected from various sources, including information I have provided to M&A, information from third parties and information in the public domain.
5. I am responsible for ensuring my personal data provide to M&A is accurate, complete, not misleading and that such personal data is kept up to date.
6. I may access and request for update/correction of my personal data. Any enquiries or complaints in respect of my personal data could be contacted at:

Contact Person	Customer Service Officer
Mailing Address	No 45-1, The Boulevard, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur
Telephone Number	03-2282 1820
Facsimile Number	03-2283 1019
Email Address	infokl@mna.com.my

In the event my request for access, update and correction to my personal data is refused, M&A will inform me of their refusal and reason for their refusal.

7. Subject to relevant laws, my personal data may be disclosed to:
- M&A's parent company, subsidiaries, related and associated companies;
  - Bursa, Securities Commission, Bank Negara Malaysia, the Police, the Malaysian Anti-Corruption Commission, Companies Commission of Malaysia, Registrar of Societies, Inland Revenue Board of Malaysia and any other supervisory, government or relevant authority;
  - business partners and service providers;
  - the public at large by publishing the same in accordance with the relevant rules of the authorities;
  - auditors, professional firms or entities; and
  - any other person which M&A may think fit,
- notwithstanding that any such persons may be outside Malaysia, for any of the above purposes or any other purpose for which my personal data is to be disclosed at the time of its collection or any other purpose directly related to any of the above purposes or where such disclosure is required or authorised by law or by the order of a court.
8. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail.
- By providing to M&A of my personal data, I hereby consent to the processing of my personal data in accordance with all the foregoing.

#### NOTIS DATA PERIBADI

Akta Perlindungan Data Peribadi 2010 memerlukan pemberitahuan kepada pihak yang berkenaan mengenai kegunaan data peribadi.

- Notis ini bertujuan untuk memaklumkan kepada saya bagaimana data peribadi saya diproses oleh atau bagi pihak M&A.
- Data peribadi saya yang diproses oleh M&A kemungkinan termasuk nama, alamat, maklumat perhubungan, alamat emel, nama pengguna, kata laluan dan apajua data peribadi yang diperlukan untuk tujuan yang dinyatakan dalam perenggan dibawah.
- Tertakluk kepada undang-undang yang berkaitan, M&A mungkin guna dan dedahkan data peribadi saya untuk tujuan yang berikut:
  - Untuk membolehkan M&A melaksanakan semua tugas dan obligasi M&A di bawah Akta Pasaran Modal dan Perkhidmatan 2007, Akta Suruhanjaya Securities 1993, Akta Perindustrian Sekuriti (Depositori Pusat) 1991, peraturan-peraturan Bursa Malaysia Securities Berhad ("Bursa") dan syarikat berkaitan dengan Bursa, Akta Pencegahan Pengubahan Wang Haram, Pencegahan Pembiayaan Keganasan dan Hasil Daripada Aktiviti Haram 2001, Akta Perkhidmatan Kewangan 2013 dan mana-mana undang-undang bertulis, peraturan-peraturan, garis panduan atau arahan-arahan dari mana-mana pihak yang berkaitan dengan aktiviti M&A;
  - Untuk membolehkan M&A melaksanakan kepatuhan undang-undang, kontrak dan operasi;
  - Untuk memberikan perkhidmatan;
  - Untuk memberikan maklumat terkini mengenai kegiatan-kegiatan, penyelidikan, cadangan saham dan pengemaskian industri;
  - Untuk mewujudkan direktori dan pangkalan data;
  - Untuk mempertimbangkan permohonan untuk perkerjaan;
  - Untuk apa-apa tujuan lain yang bersampingan dengan atau berlanjutan daripada tujuan yang dinyatakan diatas.
- Data peribadi saya dikumpul dari pelbagai sumber maklumat, termasuk maklumat yang telah saya berikan kepada M&A, maklumat daripada pihak-pihak ketiga dan maklumat dalam domain awam.
- Saya bertanggungjawab untuk memastikan bahawa data peribadi yang saya berikan kepada M&A adalah tepat, lengkap, tidak mengelirukan dan terkini.
- Saya boleh mengeseks dan meminta untuk mengemaskini / pembedulan data peribadi saya. Apa-apa pertanyaan atau aduan berkenaan dengan data peribadi saya boleh dihubungi seperti dibawah:

Pegawai Berhubung	Pegawai Khidmat Pelanggan
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Alamat Pos	No 45-1, The Boulevard, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur
No. Telefon	03-2282 1820
No. Faks	03-2283 1019
Alamat E-mel	infokl@mna.com.my

Sekiranya permintaan untuk menegkes, mengemaskini dan pembetulan ditolak, pihak M&A akan memberitahu saya sebab-sebab penolakan tersebut.

7. Tertakluk kepada undang-undang yang berkaitan, data peribadi saya mungkin didedahkan kepada:

- (a) Syarikat induk, anak-anak syarikat dan syarikat-syarikat berkaitan dan/atau bersekutu M&A;
- (b) Bursa, Suruhanjaya Sekuriti, Bank Negara Malaysia, Polis Malaysia, Suruhanjaya Pencegah Rasuah Malaysia, Suruhanjaya Syarikat Malaysia, Jabatan Pendaftaran Pertubuhan dan pihak berkuasa penyeliaan, Lembaga Hasil Dalam Negeri Malaysia, kerajaan atau pihak berkuasa lain yang berkaitan;
- (c) rakan-rakan kongsi perniagaan dan pemberi khidmat M&A;
- (d) orang-orang awam dengan penerbitan data peribadi selaras dengan peraturan-peraturan pihak berkuasa yang berkaitan;
- (e) juruaudit, firma-firma atau entiti-entiti profesional; dan
- (f) mana-mana pihak lain yang dianggap sesuai oleh M&A,

walaupun mana-mana pihak bermungkinan berada di luar Malaysia, untuk apa-apa tujuan yang dinyatakan di atas atau apa-apa tujuan yang baginya data peribadi saya perlu didedahkan pada masa pengumpulan maklumat atau apaapa tujuan lain yang berhubungan secara langsung dengan mana-mana tujuan yang dinyatakan di atas atau di mana M&A di kehendaki atau dibenarkan berbuat pendedahan sedemikian oleh undang-undang atau dengan perintah Mahkamah.

8. Sekiranya versi Bahasa Inggeris dan versi Bahasa Malaysia di dalam notis ini bercanggahan, versi Bahasa Inggeris harus diterima.

Dengan membekalkan data peribadi saya kepada M&A, saya dengan ini, membenarkan pemprosesan data peribadi saya selaras dengan segala yang dinyatakan di atas.

**FOR OFFICE USE ONLY**

**DATA MANAGEMENT**

Client details verified/Date: \_\_\_\_\_

Approved by/Date: \_\_\_\_\_

Online account activated  
by/Date: \_\_\_\_\_

Verified by/Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

**COMPLIANCE DEPARTMENT**

Reviewed by/Date: \_\_\_\_\_

Remarks: \_\_\_\_\_