



M & A SECURITIES SDN BHD (15017-H)

(A wholly-owned subsidiary of INSAS BERHAD)
A PARTICIPATING ORGANISATION OF BURSA MALAYSIA SECURITIES BERHAD

PRINCIPAL OFFICE : No. 45-1, 45-2, 45-3, 45-11, 47-1, 47-2, 47-11 & 43-6, The Boulevard, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia Telephone No.: (+603) 2282 1820 Fax No.: (+603) 2283 1019

WEBSITE : www.mnaonline.com.my

CORPORATE ACCOUNT APPLICATION FORM

Name of Applicant : _____
(hereinafter referred to as "Applicant", "we", "us" or "our")

Tick where applicable

TYPE OF ACCOUNTS (To be completed by Applicant)

We wish to apply for the following account(s):

Trading Account

Margin Account

Securitised Trading Account (STA)

Discretionary Financing Account (DF)

Others _____
(please specify)

FOR OFFICE USE

| Branch Code | Dealer's Representative Code | | | | | | | | | | | | | | | | | | | | |
|-------------|------------------------------|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Client Code | CDS Account No. | | | | | | | | | | | | | | | | | | | | |
| | 0 | 5 | 7 | - | 0 | 0 | - | | | | | | | | | | | | | | |
| | 0 | 5 | 7 | - | 0 | 0 | - | | | | | | | | | | | | | | |
| | 0 | 5 | 7 | - | 0 | 0 | - | | | | | | | | | | | | | | |
| | 0 | 5 | 7 | - | 0 | 0 | - | | | | | | | | | | | | | | |

We wish to apply for the following facility(ies)/service(s):

M&A Online

eContract/eStatement

Cross Border Trading

Custodian/nominee services

Others _____
(please specify)

OUR BRANCH OFFICES:

Ipoh, Perak : 5th & 6th Floor and Unit 8A, M&A Building, 52A, Jalan Sultan Idris Shah, 30000 Ipoh, Perak Darul Ridzuan, Malaysia
Tel No.: (+605) 241 9800 Fax No.: (+605) 255 9944 (Accounts), (+605) 255 1015 (Admin)

Kuchai, Kuala Lumpur : 22A-1 & 22A-2, Jalan Kuchai Maju 1, Kuchai Entrepreneurs' Park, Off Jalan Kuchai Lama, 58200 Kuala Lumpur, Malaysia
Tel No.: (+603) 7983 9890 Fax No.: (+603) 7983 9860

Menara Pelangi, Johor Bahru : Suite 5.3A, Level 5, Menara Pelangi, Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor Darul Takzim, Malaysia
Tel No.: (+607) 338 1233 Fax No.: (+607) 333 1088

Taman Molek, Johor Bahru : 27, 27A & 27B, Jalan Molek 3/10, Taman Molek, 81100 Johor Bahru, Johor Darul Takzim, Malaysia
Tel No.: (+607) 355 1988 Fax No.: (+607) 355 2988

Perak Road, Pulau Pinang : 332H-1 & 332G-2, Jalan Perak, 11600 Georgetown, Pulau Pinang, Malaysia
Tel No.: (+604) 281 7611 Fax No.: (+604) 281 7606

Taman Kheng Tian, Pulau Pinang : 9-1-33, Taman Kheng Tian, Jalan Van Praagh 11600 Georgetown, Pulau Pinang, Malaysia
Tel No.: (+604) 288 8788 Fax No.: (+604) 609 0919

GUIDE TO COMPLETE THIS CORPORATE ACCOUNT APPLICATION FORM

Follow these simple steps to open account(s) with M & A Securities Sdn Bhd (hereinafter referred to as “M&A” or “the Company”)

1. Kindly complete all applicable fields of this Corporate Account Application Form. Please type or write using **BLOCK LETTERS**.
2. Other mandatory forms that must be duly completed, signed and provided:-
 - (a) Application For Opening Of Account (Form FMN070) (“CDS Account”).
 - (c) 2 copies of Specimen Signature Card containing the signature of the authorized signatory(ies) of the Applicant.
For CDS Account opened in the name of the Applicant, please complete the original Form FMN070. All forms and Specimen Signature Cards must be signed in the presence of the authorised signatories i.e. Dealer’s Representative/Authorised Officer of M&A, or arrange for it to be duly notarised.
3. The duly completed and signed forms must be returned together with two (2) original certified true copies of each of the following supporting documents:-

Company incorporated under the Companies Act, 1965

- (a) Board Resolutions in the format acceptable by us.
- (b) NRIC/Passport of the authorised signatory(ies) (both sides).
- (c) Memorandum & Articles of Association.
- (d) Form 8 or 9, 24, 44 and 49 (Form 13 and 20 only if applicable) and the latest annual return.
- (e) Latest audited financial statements.

Society registered under the Societies Act 1966 or Co-operatives Act 1993/Trust Foundation

- (a) Board Resolutions/Minutes of meeting in the format acceptable by us.
- (b) NRIC/Passport of the authorised signatory(ies) (both sides).
- (c) Constitution/By-laws of the Society/Trust Deed.
- (d) Certificate of registration
- (e) Latest financial statements.

Corporations incorporated by an Act of Parliament or State Enactment and other Statutory Bodies

- (a) Board’s/Investment Panel’s Resolutions in the format acceptable by us.
- (b) NRIC/Passport of the authorised signatory(ies) (both sides).
- (c) In respect of statutory body, a copy of the Act/Enactment incorporating the said body.
- (d) Latest financial statements.

Foreign incorporated companies

Foreign incorporated company’s equivalent of the legal documentation to support evidence of ownership, company name, registration number, registered address, place of incorporation and financial statements.

IMPORTANT NOTES:

- i. Please read carefully the terms and conditions in the accompanying pages and thereafter initial the pages.
- ii. Please ensure that the signature(s) append in this Corporate Account Application Form, Form FMN070 match with signature(s) append in the Specimen Signature Card and the Board Resolutions.
- iii. Any alteration made must be legible and countersigned by the authorized signatory(ies) and usage of correction fluid/tape is not allowed.
- iv. M&A reserves the right to reject the application without assigning any reasons thereof.

D. AUTHORISED PERSONS TO TRADE AND/OR OPERATE THE ACCOUNT(S) *(as per Board Resolution)*

| Name | NRIC/Passport No. | Designation | Telephone no. |
|----------|-------------------|-------------|---------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |

(please attach a separate sheet if space provided is insufficient)

E. DIRECTORS/INDIVIDUAL SUBSTANTIAL SHAREHOLDER (OWNED 5% OR MORE)

| DIRECTORS | | SUBSTANTIAL SHAREHOLDERS (OWNED 5% OR MORE) | |
|-----------|-----------|---|-----------|
| Name | Name | Name | Name |
| 1. _____ | 6. _____ | 1. _____ | 6. _____ |
| 2. _____ | 7. _____ | 2. _____ | 7. _____ |
| 3. _____ | 8. _____ | 3. _____ | 8. _____ |
| 4. _____ | 9. _____ | 4. _____ | 9. _____ |
| 5. _____ | 10. _____ | 5. _____ | 10. _____ |

(please attach a separate sheet if space provided is insufficient)

F. CROSS BORDER TRADING *(Please fill in this Section if you wish to trade in non-Ringgit security)*

Settlement currency Ringgit Malaysia Traded currency

G. INVESTMENT OBJECTIVE & EXPERIENCE

Investment objective Security Capital Growth Dividend Interest Others

Investment time frame Short term (< 3 months) Medium term (< 12 months) Long term (> 1 year)

Risk tolerance Aggressive Moderate Conservative

Investment experience Equities _____ year(s) Futures _____ year(s)
 Derivatives _____ year(s) Others _____
(please specify)

H. PARTICULARS OF RELATED OR CONNECTED PERSONS OR ACCOUNTS

1. Do you have any account with other Participating Organisation(s)? Yes No

If yes, please specify Name of Participating Organisation: _____ Trading Limit: _____

2. Do your related or associated companies have any account with M&A? Yes No

If yes, please provide the following details:

| NAME | ACCOUNT NO. |
|-------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Are you under winding-up proceedings or placed under any receiver or manager or pending any winding-up proceedings to be commenced against you? Yes No

4. Have you ever been defaulted by other Participating Organisation or the Bursa Malaysia Securities Berhad? Yes No

If yes, please provide the following details:

| NAME OF PARTICIPATING ORGANISATION | AMOUNT | STATUS |
|------------------------------------|--------|--------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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K. LEAP MARKET RISK DISCLOSURE STATEMENT

I, the Applicant, hereby confirmed that I have read, understand and accept the following:-

- (1) The LEAP Market (as defined under the Rules of the Exchange) is aimed at facilitating access to the capital market by small or medium sized enterprises (“SMEs”) to which a higher investment risk may be attached. The LEAP Market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part I of Schedules 6 and 7 of the Capital Markets and Services Act 2007 (“CMSA”). The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission Malaysia under Section 233 of the CMSA. In the LEAP Market, sophisticated investors will have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.
- (2) The purpose of this statement is to inform me that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. I should NOT invest in the securities offered unless I am a sophisticated investor and I fully understand and am prepared to take the risks. I should assess whether the purchase of the securities is suitable for me in light of my knowledge, financial means, investment objectives and the risks I am prepared to take. The risks of investing in such securities include but are not limited to the following:
 - (a) **Small Companies**
Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market (as defined under the Rules of the Exchange) or Main Market (as defined under the Rules of the Exchange) and may not have a proven track record in terms of operating history or profit track record. Hence, I should be aware that there is a higher risk of business failures which may adversely impact my investments should I choose to invest.
 - (b) **Minimum Requirements on Disclosure and Governance**
The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only. This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect my ability to make fully informed investment decisions.
 - (c) **Liquidity Risks**
As a market limited to sophisticated investors only, the LEAP Market may not have the trading activities or liquidity of the ACE Market or Main Market. I may not be able to exit my investment as easily as in the ACE Market or Main Market. Limited trading activities or illiquidity in the LEAP Market may increase the risk of loss by making it difficult to effect transactions or sell the LEAP Market securities.
- (3) This brief statement cannot disclose all the risks and other significant aspects of trading securities in the LEAP Market. I should understand the key characteristics, business plan and financial information of the companies listed on the LEAP Market thoroughly and carefully study all the risks associated with securities in the LEAP Market and/or seek independent professional advice before I decide to invest.

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L. MEMORANDUM OF DEPOSIT

In consideration of M&A allowing and/or continuing to allow us to trade in stocks, shares and securities on the Exchange and/or any other recognised stock exchange or otherwise, we, the Applicant, hereby pledge, mortgage, charge to M&A or in M&A favour all the stocks, shares and securities held from time to time in our account(s) which have been fully paid for, in our Central Depository System (CDS) Account and/or any nominee/custody account(s) of which we are the beneficiary (hereinafter referred to as “the Securities”), subject the terms and conditions hereof:-

- (1) We confirm that we are the legal and beneficial owner of the Securities and that we are entitled to pledge, mortgage and/or charge the Securities to M&A.
- (2) The said Securities will be a security and/or continuing security to M&A for the payment of all debt(s) due to M&A, which shall include but is not limited to any moneys due under our trading account and/or any other account(s) with M&A (“Accounts”).
- (3) In the event that any debt(s) remain outstanding in our Accounts for more than ten (10) days or such other period of time as may be prescribed by M&A in its sole and absolute discretion and where written notice of such debt(s) had been given, M&A may at its sole and absolute discretion but without any obligation and at any time thereafter, without giving us any further notice, sell the Securities to settle such debt(s) and any excess amount will be credited to our Accounts, in such event we shall have no recourse against M&A or its nominees in respect of any loss that we may suffer arising out of or in relation to or connected with such sale.
- (4) The Securities and/or any other securities may be registered by M&A in its name or in the name of its nominees, held in the CDS Account(s) opened in our name, M&A’s name or its nominees’ pledged account designated solely for us as the beneficiary. In consideration, we shall also indemnify and keep M&A or its nominees indemnified against all claims, demands, liabilities, costs and expenses for which M&A or its nominees may be liable, and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against M&A or its nominees or which may be incurred or which may arise directly or indirectly by reason of the registration of the Securities in the name of M&A and/or the appointment of its nominees as our nominee or by act or omission in relation thereto.
- (5) Notwithstanding the aforesaid, neither M&A nor its nominees shall be answerable or responsible for the loss of or damage to or diminution in value of any of the Securities, however arising, while the same are in the custody, possession or control of M&A or its nominees. Further, while

the Securities are in the custody, possession or control of M&A or its nominees, M&A or its nominees shall use all reasonable efforts to ensure that any rights issue, bonus, dividends or any other corporate actions (hereinafter called "Corporate Actions") declared in respect of the Securities, are subscribe with our instruction/advice, received or collected by M&A or its nominees under advice to us. All costs, charges and/or expenses incurred in the course of the Corporate Actions on the Securities shall be debited to our Accounts.

- (6) We enclose herewith such duly executed transfer or assignments as are necessary to enable the effectual transfer of the Securities. The names of the transferee, the date of transfer and the consideration are left in blank and we authorise M&A or its nominees to fill in the aforementioned details in the transfer forms. In the event that further documents are necessary to effectively transfer the Securities, we shall immediately upon M&A's demand execute such documents.
- (7) We hereby acknowledge that M&A will not be liable for any loss or damage of the Securities deposited under our Accounts unless such loss or damage is due to M&A's negligence or wilful default. In respect of such loss or damage due to negligence or wilful default, M&A will only be liable for the incidental replacement cost which are confined to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only where appropriate and does not include or oblige M&A to buy back the securities for us on the stock exchange. The replacement securities shall be returned to us upon M&A receiving of the same from the share registrar.
- (8) We hereby authorise M&A, in the event of the sales of the Securities, to deliver the same to the purchaser or the legal representative and to credit the proceeds of sales to our Accounts with M&A to settle any outstanding debts due to M&A.
- (9) The Securities and any cash deposited by us with M&A shall at all times remain our assets and property and shall not under any circumstances whatsoever cease to be our assets and property including without limitation the liquidation, receivership, judicial management, winding up of M&A or any other proceedings related to the insolvency of M&A.
- (10) Every notice, demand, certificate or other communication given or made by M&A to us shall be deemed to be given and received if sent to us at our last known address or facsimile number provided by us in writing to M&A and M&A shall not be responsible for the consequence of any notice, demand, certificate or other communication not being received by us.
- (11) Any notice, demand, certificate or other communication delivered personally shall be deemed to be given and received at the time of such delivery. Any notice, demand, certificate or other communication despatched by ordinary post shall be deemed to have been given and received 48 hours after posting, without having to prove the posting of the same. Any notice, demand, certificate or other communication transmitted by telex or facsimile transmission shall be deemed to have been given and received at the time of transmission.

M. TERMS AND CONDITIONS

We, the Applicant, hereby declare, confirm, acknowledge, authorise, agree, represent, warrant and undertake, as follows:-

General Terms and Conditions Applicable to All Accounts

- (1) request M&A to open, in our name, the account(s) as we have indicated and applied for under the account name set out above (hereinafter referred to as our "Accounts") and agree that our application herein is subject to M&A's approval and M&A shall have its sole and absolute discretion to reject our 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 our "Accounts" hereinafter shall include all the accounts that we 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 our 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 our 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 us 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 our 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 true and correct and that we 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. we 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 we 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;

We 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 us 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 we are not insolvent and not under any winding-up proceedings or placed under receiver or manager. There is no pending winding-up proceedings against us as at the date hereof; and we are not listed as a defaulter by the Exchange and/or any other recognised stock exchange(s). Upon occurrence of any or more of the aforesaid event, we 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 our written notification or otherwise have notice of the occurrence of the aforesaid event, M&A shall have the right and discretion to immediately cease our trading and services provided thereon. However, all orders, instructions and communications carried out by us under our Accounts shall be valid and enforceable against us;

- (6) agree that M&A may have the absolute discretion to close or suspend all or any of our Accounts without assigning any reason whatsoever (including but not limited to the non-trading nature of our Accounts, amounts owing to M&A or its agent(s), or it being dormant);
- (7) acknowledge and agree that we will always be abided by all terms and conditions imposed by M&A relating to the services extended to us herein and our 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 us 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 our continuing to trade or give any order(s) for trade subsequent to the effective date of notice, we 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 us 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 we have good title to such shares, stocks or securities that we may sell through M&A and undertake to promptly deliver to M&A documents of title in respect of securities sold by us or on our behalf;
- (9) undertake to make immediate payment to M&A in respect of securities purchased by us or on our behalf and to pay an amount in advance or security deposit if required for such purchases or in connection with our Accounts;
- (10) agree that all payment(s) shall be drawn in favour of **M & A Securities Sdn Bhd for <our 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 us to our 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 our 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 our behalf;
- (12) agree and undertake to settle immediately all sums of money due on contra losses or other monies howsoever owing under our Accounts and authorise M&A to utilise and setoff any contra profit/gain or proceeds from any sales or monies due to us towards payment or settlement of our 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 our Accounts prior to actual payment by us of sums owing to M&A. we hereby grants M&A a continuing security interest and/or lien on the assets belonging to us in all our Accounts with M&A to secure the timely repayment of all debts owed by us and that M&A shall be at liberty to use or dispose of these assets without notice to us 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;
- (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 our Accounts. We shall pay all fees, service fees, commission, 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 our obligations and liabilities; acknowledge and agree that M&A may retain, for the benefit of M&A and without any obligation to account to us, 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 us 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 we agree and acknowledge that any interest paid by M&A to us may be less than that received by M&A. Subject to all applicable laws, we 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 our Accounts and we agree that M&A shall be entitled to retain all of the returns from investments of monies received on our 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 us to M&A in connection to our Accounts shall, in the absence of manifest error, be final, conclusive and binding on us;
- (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 we 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 our dealer’s representative in carrying out his/her duties in connection with our Accounts;
- (17) agree that all orders made through the telephone or the internet trading facilities shall be deemed to be confirmed and binding on us without any requirement to furnish proof to/from M&A. In this regard, M&A may operate our Accounts and execute trades upon receipt of either our 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 us 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 us, without incurring any liability in that respect;
- (18) agree that M&A shall have the right at any time to refuse to act on our behalf, refrain from executing our orders or limit the purchases or sales ordered by us without having to disclose any reason whatsoever for M&A refusal to act and we 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 our Accounts (including our CDS account(s)) including without limitation to the utilisation of all or any cash or securities standing to the credit of our Accounts at any time without notice to us and utilise the proceeds to setoff and discharge any or all our liabilities and obligations due and owing to M&A. We 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 us arising from the sales of the said stocks/shares/securities. We also

- agree that M&A may at its absolute discretion refuse to act on our instruction to effect transfer/withdrawal of securities held in our CDS account(s) in the event there is an outstanding debt due to M&A or its agent(s) in our Accounts;
- (20) undertake to furnish M&A with such additional details and particulars as M&A may require at any time and from time to time. We further undertake to notify M&A in writing immediately of any change to our details and particulars declared in this application form or as may be provided by us 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 us or our 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 our address as stated in this application form or our 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 us hereunder shall be binding upon all our successors-in-title, receivers, managers and assignees;
- (25) confirm that we shall not assign any rights, titles or interests to our 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 we 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 our 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. Our obligation to indemnify M&A shall survive the suspension, termination or closure of our Accounts or this agreement;
- (28) agree that M&A are entitled to terminate any or all of our 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 us of any terms herein or upon default or potential default of our obligations hereunder, without notice to us.
- (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 us and/or our 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 our 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 our 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** we hereby expressly consent to such disclosure and agree that we 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 our 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 our balance enquiries on our CDS account for purposes of our trading transactions to our dealer's representative without the need to seek our consent;
- (31) unless otherwise disclosed in writing, we hereby confirm that we are the beneficial owner of our Account, are acting for ourselves 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 our 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 we 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 our 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 we are not a corporation prohibited from obtaining margin financing and/or discretionary financing facilities as stipulated under the Rules of the Exchange;

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 we shall assume full responsibilities for all dealings executed in the account;
- (41) all transaction by M&A on our 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 Exchange Control Act 1953 and/or the Bank Negara Malaysia's Foreign Exchange Administration Policy and shall abide by the provisions at all material time. We 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 our position in our 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 our 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 us and facilitating our trading in the said recognised stock exchanges and that we 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, we 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 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 M&A;
- (46) acknowledge and agree that our 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 us, or profit or advantage of which we may be deprived, which arises from the restricted trading hours of M&A and our 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 us 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 us in Section F hereof at the exchange rate(s) to be determined by M&A based on the exchange rate(s) quoted by its bank. We 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, we 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 us, or profit or advantage of which we 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 us via electronic mail/means ("Email") to our 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 our 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 we 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;

Interpretation of Provisions Applicable to All Accounts

- (58) 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;
- (59) 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;
- (60) time wherever mentioned shall be of the essence;
- (61) words in the singular number only shall include the plural number and vice versa.

N. ADDITIONAL TERMS AND CONDITIONS FOR M&A ONLINE

In consideration of M&A granting and continue to grant us access to and use any of the Service (as defined hereinafter), we hereby declare, confirm, acknowledge, authorise and agree to be bound by the additional terms and conditions herein contained (the General Terms and Conditions and the Specific Terms and Conditions as stated in Section L 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 us under this section hereof shall be solely for our 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 we 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 us 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 us to:
 - (i) amend, modify, suspend or terminate the Services;
 - (ii) suspend or terminate our access to or use of the Services; and/or
 - (iii) de-activate our password/access codes;
- (c) we 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 we choose to visit or view any other website established through these Links those additional terms and conditions will apply to us for use of such Links in addition to the Terms and Conditions;
- (d) we agree that M&A may in its sole discretion establish a Link for us 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) we shall utilise the Service through any medium of communication which M&A may, in its absolute discretion specify, adapt or introduce for use to us 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 us;
- (c) we shall at our 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 us to access and/or use the Service;

(3) Trading Orders and Cancellation of Orders

- (a) we shall be responsible for safeguarding our user identification name, password and Trading PIN. Any order(s) received by M&A through the use of our user identification name, password and Trading PIN shall deem to have been issued/given by us. 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) we agree and undertake to ensure all order(s) and trade(s) by us 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 us 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 us or through our dealer's representative;
- (c) the receipt and/or execution of order(s) initiated by us shall not be deemed acceptance by M&A of our order(s) until and unless:
 - (i) the full and complete details of such order(s) are actually received and recorded by M&A;
 - (ii) our 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) our order(s) may be relied and acted on by M&A without further reference to or verification from us; and
 - (iv) our order(s) is not subject to further review of M&A for any reasons whatsoever.

We agree that we 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 our order(s) as aforesaid.

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

We agree that we 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 us, upon our request, on the requirement of the rules of the Exchange in relation to the entry and trading of orders and other applicable requirements. Notwithstanding the aforesaid, we acknowledge and agree that it is our primary responsibility to ensure compliance to the rules of the Exchange and the guidance/training provided by M&A is for our general knowledge and understanding. We agree that we 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) we understand that the system availability, response time and trade execution may be affected by changes in market conditions, system performance and others. We 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) we acknowledge that not all trades will be executed concurrently with the order(s) issued by us. We 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) we shall be entitled to change or cancel any order(s) that it has successfully transmitted but not executed. We 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) We fully aware that all our 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 our 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 us this "Straight Through Processing" function, we confirm and agree that we 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) we 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 us 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 us 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 us arising from M&A failure or refusal to provide the Service to us or arising from failure, refusal or delay by us 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 we 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) we 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 us 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, we agree that, in providing the Service, neither M&A nor its dealer's representatives, employees or agents, in any event, be liable to us 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 our 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) we 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. We agree that we 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. We acknowledge that all orders made by us through the Service and executed by M&A pursuant thereto are made at our sole and absolute risk;
- (g) we 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 our terminals for audit and other supervisory purposes as and when it deems fit. We acknowledge that we shall not hold M&A liable for any costs, damages, losses that may arise from such actions;
- (6) Intellectual Property Rights
- (a) we 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 we undertake that we 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) we undertake that we 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 we may have access to except to the extent that the we expressly permitted to do so by M&A;
- (c) we 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 us 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) we agree that we shall notify M&A immediately and in any case not later than twenty-four (24) hours from the time we should have reasonably become aware of the existence of any of the following:

- (i) any loss, theft or tempering of the our user identification, password, Trading PIN and/or Accounts number;
 - (ii) any unauthorised use of any of the our 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 us through the Service; or
 - (iv) any receipt of confirmation (whether electronic, written or otherwise) of an order which we 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 us, in the course of trading;
- (b) we 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 our instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by us;
- (c) M&A reserves the right to determine the validity of our objection to a transaction arising from, but not limited to, the above. Should we 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 us or any other party whose claim may arise through us for any claims with respect to handling, mishandling or the loss of any order;
- (d) all notification from us must be sent directly or communicated to M&A at its offices as indicated in this application form;
- (8) Confidentiality
- (a) we shall be responsible for the confidentiality and the use of our user identification name, password, Trading PIN and Accounts number. We further accept full and absolute responsibility for all orders entered through and under our 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 us. M&A agrees that it will not divulge the same to any third party without the prior approval of us 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) we 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 us; and
 - (iii) interest at prevailing rates as determined by M&A on debit balances in our 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 us. All fees shall be non-refundable, unless M&A agrees otherwise. We authorise M&A to debit into our Account(s) all Fees due and payable by us to M&A;
- (10) Indemnity
- (a) we 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 our 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 us. The obligation to indemnify M&A shall survive the termination of this agreement;
- (b) we 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;

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O. DECLARATION BY APPLICANT

By signing this Corporate Account Application Form, we hereby declare/agree/undertake that:

- (a) We are not insolvent nor under any winding-up proceedings or placed under any receiver or manager and are not a defaulter by the Exchange, recognised stock exchange(s) or any other broker(s);
- (b) We have read, understood and agreed to abide the terms and conditions, including Structured Warrants Risk Disclosure Statement, as set out under Section J to M of this Corporate Account Application Form, including such additional amendments or terms and conditions as may be determined by M&A at its absolute discretion from time to time;
- (c) Under Rule 5.15 of the Rules of Bursa Malaysia Securities Berhad, we do solemnly declare that the dealings in securities in respect of our account(s) are/shall be carried out:

for us as principal.

for and on behalf of the party(ies) set out below, from whom, through whom or on whose behalf the securities are to be dealt with.

Particulars

Name of party(ies) concerned : _____
 Company No./NRIC No. : _____
 Address/Registered address : _____

(d) We do solemnly declare that pursuant to the exchange control regulations imposed by the Bank Negara Malaysia (BNM) (*Applicable for Cross Border Trading Only*)

We do not have domestic Ringgit borrowing as defined under the Notices issued pursuant to S214 of the FSA.

We have domestic Ringgit credit facilities as defined under the Notices issued pursuant to S214 of the FSA.

(e) We have read and understood the Financial Services Act 2013 (“FSA”) and/or the Notices issued pursuant to the FSA and shall abide by the provisions at all material time.

(f) We made this declaration in full knowledge and awareness of the reliance placed by M&A on such declaration as a basis to make investments abroad on our behalf.

(g) We undertake to notify M&A immediately in writing of any changes of the declaration given herein.

And we make this solemn declaration conscientiously believing the same to be true.

SUBSCRIBED AND SOLEMNLY) AFFIX COMPANY STAMP / SEAL HERE
 declared by the Applicant)
)
 this day of year)
)

 Signature of the Authorised Signatory
 Name:
 New NRIC/Passport No:
 Designation:

 Signature of the Authorised Signatory
 Name:
 New NRIC/Passport No:
 Designation:

Before us,

 Signature of Dealer’s Representative/Witness
 Name:
 New NRIC/Passport No:

[Intentionally left blank]

P. DEALER’S REPRESENTATIVE DECLARATION

How do I know the Applicant/Name of Introducer : _____

No. of year(s) I know the Applicant : _____ year(s)

Trading experience with Applicant : _____ year(s)

Existing trading limit with other Participating Organisation : RM _____ Name of Broker: _____

Recommended trading/margin limit : RM _____ Type of account: _____

RM _____ Type of account: _____

RM _____ Type of account: _____

RM _____ Type of account: _____

RM _____ Type of account: _____

Other relevant information to justify the proposed limit : _____

Cash/shares to be deposited [for Margin/STA/DF] : Cash (RM): _____ Shares (RM): _____

Please provide counter & quantity [for Margin/STA/DF] : _____

I hereby:

- (a) request M&A to allow the Applicant to open account(s) with the Company.
- (b) confirm that the information given by me above is true and I have not withheld any information which in the view of the Company might prejudice this application; where the authorised signatory(ies) of the Applicant is unable to read and understand the provisions (including the rights, covenants, undertakings and obligations of the Applicant) as contained in this application form, I have distinctly, clearly and audibly translated the same for the Authorised Signatory(ies) of the Applicant into the language/dialect which is the language/dialect understood by the them, and the Authorised Signatory(ies) of the Applicant has appeared to clearly understand the same.
- (c) confirm that signature on page 13 is that of the Authorised Signatory(ies) of the Applicant and I am aware that the Applicant is required to comply with all the terms and conditions accompanying this application form which M&A may vary from time to time at its absolute discretion.
- (d) undertake to indemnify M&A and its agent(s) against any losses, damages, debts, charges and all other costs (including legal fees on a solicitor and client basis) and expenses whatsoever incurred or suffered or which M&A and its agent(s) may incur or suffer in relation to M&A opening the account(s) at the request of the Applicant and the subsequent dealings and operations thereof.
- (e) request M&A to charge the brokerage rate as below:

| Offline trade | | Online trade | |
|----------------|---------|-------------------|----------|
| Contract Value | Rate | Contract Value | Rate |
| < RM100k | _____ % | < RM100k | _____ % |
| > RM100k | _____ % | > RM100k | _____ % |
| | | Minimum brokerage | RM _____ |

Signature of Dealer’s Representative

Name :

NRIC No. :

Date :

[Intentionally left blank]

Q. FOR OFFICE USE ONLY

DOCUMENTATION/CREDIT CONTROL DEPARTMENT

Date/Time received: _____ Checked by/Date: _____

Checklist:

- | | | | | | |
|--|--------------------------|-----|--------------------------|----|------------------------------|
| 1. Application form duly completed and signed by Applicant & dealer's representative | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 2. Certified true copy of Board Resolution and forms received | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 3. Applicant initials all relevant pages of the application form | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 4. Financial statement attached | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 5. FMN010, FMN050 and Signature Specimen Card duly completed and signed | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 6. Credit search | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 7. Contact the officer/Authorised Signatory(ies) of the Applicant | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 8. Margin letter of offer/agreement signed | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> N/A |
| 9. M&A Online client | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 10. Check HRC/PEP | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | |
| 11. Risk Profile: _____ Reason: _____ | | Yes | <input type="checkbox"/> | No | |

CREDIT CONTROL COMMITTEE

Approved Declined

| | Trading a/c | Margin a/c | STA a/c | DF a/c | Other a/c (pls specify) |
|------------------------------|-------------|------------|---------|--------|-------------------------|
| | () | | | | |
| Trading limit approved (RM): | _____ | _____ | _____ | _____ | _____ |
| Approved by/Date: | _____ | _____ | _____ | _____ | _____ |
| Remarks: | _____ | | | | |

DATA MANAGEMENT

| | Trading a/c | Margin a/c | STA a/c | DF a/c | Other a/c (pls specify) |
|--|-------------|------------|---------|--------|-------------------------|
| | () | | | | |
| Data entry by/Date: | _____ | _____ | _____ | _____ | _____ |
| Trading limit key in by/Date: | _____ | _____ | _____ | _____ | _____ |
| Computation code tagged by/Date: | _____ | _____ | _____ | _____ | _____ |
| Data entry verified by/Date: (1 st level) | _____ | _____ | _____ | _____ | _____ |
| (2 nd level) | _____ | _____ | _____ | _____ | _____ |
| Data of account opened: | _____ | _____ | _____ | _____ | _____ |
| Letter sent by/Date: | _____ | _____ | _____ | _____ | _____ |
| Remarks: | _____ | | | | |

COMPLIANCE DEPARTMENT

Reviewed by/Date: _____

Remarks: _____

R. KNOW OUR CLIENT QUESTIONNAIRE

This section is required under Rule 404.3(3) of the Exchange. You are required to disclose/complete the relevant information.

1. What and how much do you invest in?

| | |
|---------------------------------|--------------|
| Equities | % |
| Fixed deposits/Savings accounts | % |
| Unit trust | % |
| Property | % |
| Life insurance | % |
| Others _____ | % |
| TOTAL | 100 % |

2. How much return do you expect from your equity investment (taking into consideration high returns means high risk)?

- < 3%
 3% - 5%
 6% - 10%
 11%-20%
 > 20%

3. Which sector(s) or industry(ies) are you interested when investing in shares?

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Finance | <input type="checkbox"/> Consumer products | <input type="checkbox"/> Construction | <input type="checkbox"/> Trust/Fund |
| <input type="checkbox"/> Trading/Services | <input type="checkbox"/> Plantation | <input type="checkbox"/> Properties | <input type="checkbox"/> REITS |
| <input type="checkbox"/> Industrial products | <input type="checkbox"/> Technology | <input type="checkbox"/> Infrastructure | <input type="checkbox"/> No specific sector/industry |

4. What factors do you consider important when you decide to invest in the securities of a public listed company?

- | | |
|--|--|
| <input type="checkbox"/> Outstanding product/service | <input type="checkbox"/> Return on equity (ROE) |
| <input type="checkbox"/> Bright economic outlook | <input type="checkbox"/> Professional management team |
| <input type="checkbox"/> Export orientation market | <input type="checkbox"/> Market talk |
| <input type="checkbox"/> Net asset value | <input type="checkbox"/> Recommend by dealer's representative |
| <input type="checkbox"/> High dividend yield/payout | <input type="checkbox"/> Recommend by reliable source |
| <input type="checkbox"/> Substantial fixed assets | <input type="checkbox"/> Company managed by influential and well known person(s) |
| <input type="checkbox"/> Low gearing | <input type="checkbox"/> Others _____ |
| <input type="checkbox"/> Price earning (PE) ratios | |

5. How do you monitor your equity investment?

- Read newspaper
 Visit broker's public gallery
 Call/Wait for dealer's representative to call
 Desktop/online broking
 Others _____

6. Which is your preferred trading mode?

- Via phone to dealer's representative
 Personally place order at broking house
 Online trading
 Mobile trading (mobile phone/PDA)
 Others

7. How do you protect your equity investment in a bearish market?

- Cut loss
 Pick up the stock
 Take no action
 Transfer to margin account
 Average the stock purchased
 Others _____

8. Do you analyze ratios (e.g. Price Earnings, Return on Investment, etc) before making a decision to invest or divest?

- No
 Occasionally
 Frequently
 Always

9. How do you enhance your investment knowledge?

- | | | |
|--|--|---|
| <input type="checkbox"/> Via Internet | <input type="checkbox"/> Consult financial consultants | <input type="checkbox"/> Read investment/corporate publication/journals |
| <input type="checkbox"/> Attend seminars/courses | <input type="checkbox"/> Communication with dealer | <input type="checkbox"/> Exchange information among relatives and friends |
| <input type="checkbox"/> Read newspaper/TV | <input type="checkbox"/> Others _____ | |

10. Do you attend annual/extraordinary general meeting of the public listed companies under your portfolio?

- Never
 Sometimes
 Usually
 Always