



**Apex Securities Berhad**  
(Formerly known as JF Apex Securities Berhad)  
[197901003400(47680-X)]

**Terms and Conditions (Agreement)  
of  
Securities Trading**



**Apex Securities Berhad**  
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[197901003400(47680-X)]

**Risk Disclosure Statement**

**1. STRUCTURED WARRANTS**

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

**2. CUSTODIAL CLIENTS**

(\* Only applicable for custodial clients wishing to loan securities for Securities Borrowing and Lending activities (SBL))

- (i) This statement is provided to you in accordance with the Bursa Malaysia Securities Bhd in Directives on Securities Borrowing and Lending.
- (ii) You are to fully understand that the securities placed by you in the custody of the Company shall be utilized by the Company to engage in Securities Borrowing and Lending (SBL) and arbitrating activities.
- (iii) You shall be entitled to a portion of the fee earned by the Company in the activities stated herein above, the sum of which shall be agreed by you in writing prior to the Company conducting such activities.
- (iv) That the Company shall ensure that notwithstanding the lending of your securities to the Company for the activities stated herein, the Company shall be solely responsible for the protection of all entitlements resulting from your ownership of the securities.

**3. MARGIN ACCOUNT**

(\* Applicable only to clients intending to participate in SBL activities)

- (i) This statement is provided to you in accordance with BMSB in Directives on Securities Borrowing and Lending.
- (ii) You are to fully understand the risk involved in allowing securities held in your margin account to be utilized for SBL activities and that notwithstanding this, you are consenting to do so.
- (iii) That the Company shall acknowledge in writing to you the amount of fees to be earned by you in allowing utilization of your securities and the proportion to be shared with you before utilizing your securities.
- (iv) That utilization of your securities shall not in any way prejudice the ordinary course of your margin account.

**Terms & Conditions**

**PART A – TERMS & CONDITIONS OF ACCOUNT OPENING**

The applicant named in the Account Opening form herein shall hereinafter be referred to as "the Client" and Apex Securities Berhad as "the Company". Unless specifically defined herein, all definitions herein shall be as defined in the Bursa Malaysia Securities Bhd Rules and/or any other Foreign Exchange(s) Rules (hereinafter referred to as "BMSB and/or Foreign Exchange(s) Rules").

**1. WARRANTIES AND REPRESENTATIONS**

The Client warrants and undertakes :

- \* That the Client is at least eighteen (18) years, of sound mind, legally capable of making this application and not an un-discharged bankrupt (**\*\*for Individual Client only**);
- \* That he/ she is not an employee of a participating Organisation of the BMSB and shall inform the Company immediately upon the occurrence of the same (**\*\*for Individual Client only**);
- \*\* That the Client is duly constituted under the laws of Malaysia and/ or other laws (**\*\*for Corporate Client only**);
- \*\* That the Client has the power, capacity and authority to execute and deliver this application (**\*\*for Corporate Client only**);
- \*\* That the Client is not insolvent and/ or no receiver and/ or manager has been appointed over any of its assets (**\*\*for Corporate Client only**);
- \*\* That the execution of this application and operation thereunder is not in breach of any rules, regulations, laws, orders, decree of any government agency, authority or court that the Client is bound by (**\*\*for Corporate Client only**);
- \*\* That the Client save and except for any express disclosures made in writing, is not a related corporation as defined in Section 7 of the Companies Act 2016 of any existing client(s) of the Company (**\*\*for Corporate Client only**);
- That the Client has no litigation, arbitration, administrative proceeding or claim either current or threatened against the Client;
- The accuracy of any information provided. Any error, inaccuracy or omission shall not nullify this application;
- That the Client is aware that investment in securities involves risk and that all decisions are made in reliance of his/ their own judgment and not in reliance of any representation, advice, view, opinion or other statement which may have been expressed by the Company or any of the Company's employees or any Dealer's Representative and neither the Company nor any of the Company's employees nor any Dealer's Representative shall have any liability whatsoever in respect of the same, if expressed at all;
- That the Client will comply with all policies and procedures established by the Company; and
- That the Client is to settle the outstanding purchase contract in accordance with the BMSB Fixed Delivery and Settlement System rules ("FDSS") and/or other Foreign Exchange(s) Rules irrespective of whether the Client has received the Contract Notes/ Statements from the Company.
- The Client is the beneficial owner (or have been duly authorised by the Board of Directors in the case of a Corporate applicant), to give the foregoing authorization, in respect of the Client's account(s) maintained with the Company.



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**2. RULES AND REGULATIONS**

All transactions, for in relation or pursuant to the aforesaid account or accounts including margin facilities accorded by the Company (hereafter collectively or singularly as the context may permit called "the Account" or "Accounts"), shall be governed by and subject to the Securities Industry Act, 1983, Securities Industry (Central Depository) Act 1991, Capital Markets and Services Act 2007 ("CMSA 2007"), Securities Commission Act 1993, Rules and Regulations of BMSB and/or Foreign Exchange(s) Rules and/ or Bursa Malaysia Depository Sdn Bhd and other laws and rules regulations governing the trading of securities in Bursa Malaysia Securities Bhd and/ or other recognised stock exchange permitted under Rules and Regulations of BMSB and/or Foreign Exchange(s) Rules including such as may be supplemented by any amendments, directions, circulars and/ or notices from the same or any committee thereof.

The Client acknowledges and undertake to the Company that it is the Client responsibility to ensure that all conversations, borrowings, guarantees, payments, transfers and/or transactions carried out from or to other trading account(s) maintained with the Company or any other financial institutions are in compliance with the prevailing provisions of the Bank Negara Malaysia's Foreign Exchange Administration (FEA) Rules.

**3. INTEREST RATE**

The Client agrees to pay all charges imposed by the Company including the imposition of interest at such rate as is its customary practice on all monies due and payable to the Company including but not limited to handling and service charges. The Company may give notice of change of rate of interest to the client but failure by the Company to give notice shall not prejudice or have the effect of invalidating any such variation. Notice by the Company may be in accordance to Clause 9.

**4. INDEMNITY**

The Client agrees to fulfil and perform all orders or contracts made for and on behalf of the Client by the Company and the Client acknowledges and accepts that the Company has the absolute discretion to rely on facsimile confirmations of orders from the Client regardless of whether the securities contracted for are subsequently suspended from trading and undertakes at all times to indemnify and hold harmless the Company, its agent and employees against all costs (including legal costs on a solicitor client basis), expenses, loss, liabilities, claims and demands arising out of anything done for and/ or in relation to the Account(s) including and not limited to any omission and/ or neglect on the part of the Client. The Client further agrees that the duty on the part of the Client shall continue in full force and effect and shall subsist notwithstanding the suspension, termination or closure of the Client's Account(s). This indemnity shall be binding upon the personal representatives, the successors-in-title and assigns of the respective parties hereto.

**5. RIGHTS OF THE COMPANY**

**(i) Non-Liability of Company**

The Client is hereby put on notice and acknowledges that the Company shall not be responsible for any acts, omission, defaults on the part of Dealer's Representatives and any action by the Client shall be personal between the Client and the Dealer's Representatives.

**(ii) Right to Set-off**

The Company expressly reserves the right to sell and/ or dispose of in such manner as it deems fit any or all of the securities (physical and/ or those prescribed under the Central Depository System ("CDS") in the Client's any other account(s) maintained with the Company including such securities held in the Company's control and/ or otherwise the securities in the Client's CDS's account upon such terms and conditions as the Company may deem fit and to apply the proceeds of any such sale or disposition to set off the contra-losses or any other debit balances in the client's any other account(s) maintained with the company, after deduction of commissions and other related expenses thereof, in payment of any monies now or later due, payable actually or contingently whether under this Agreement hereof. In the event that there are excess proceeds, the Company may hold such proceeds as security generally for the liabilities of the Client (present, contingent and/ or future), or at its option, despatch a cheque for the amount of the excess by normal or registered mail to the address last notified by the Client in writing.

**Set-off Credit Balance against Purchase Contracts**

The Company are authorised to set-off immediately or automatic set-off in accordance with the FDSS, the amount in the Client's trading account and any other account(s), including foreign currencies or securities traded on other exchanges, that are maintained with the Company ("the Credit Balance") or any part thereof against any amount(s) due to the Company for settlement of all purchase contract(s) under the Client's securities trading account(s) maintained with the Company; and/or where the counter for which a purchase contract has been executed is suspended from trading by the relevant regulatory body for any reason whatsoever.

The Company may have absolute discretion immediately set-off in accordance with the FDSS, the Credit Balance or any part thereof, for purpose of settlement of any such purchase contract(s) the Company deem appropriate without reference to the Client in the event the Credit Balance is insufficient to settle all the Client's purchase contracts executed through the Company, and no express instruction is given by the Client or the Client's Dealer's Representative in respect of any such particular contract(s) that the Client wish to settle, by due date as per FDSS. If there is any outstanding amount due to the Company, the Company may at the Company's absolute discretion force sell any securities that remain unpaid in accordance with the FDSS.

**Set-off Credit Balance against Contra Losses/ Debit Notes**

The Company are authorised to immediately set-off the amount in the Client's trading account and any other account(s), including foreign currencies or securities traded on other exchanges, that are maintained with the Company ("the Credit Balance") or any part thereof, against any outstanding amount under any of the Client's account(s) maintained with the Company that including without limitation contra losses, debit notes and all expenses reasonably incurred by the Company in compliance with this terms and conditions. In the event the credit balance is insufficient to the entire such outstanding amount, the Company may at the Company's absolute discretion, set-off the credit balance or any part thereof against any part of the outstanding amount as the Company deem appropriate without reference to the Client.

**Credit of Sales Proceeds / Contra Gains / Monies Deposited and Held in Trust**

The Company may credit into Client account for sales proceeds / contra gains / monies deposited and held in trust in the manner that in accordance with the FDSS of all proceeds of sales, and after 3 trading days for contra gains.

The Client hereby agree and declare that:

- The Company may place the Credit Balance in any money market instruments for and on the Client behalf, but in any event only if it is free from any encumbrances (including all commission charges, interest, expenses and fees) arising from securities transaction under the Client account and subject to the clearance of cheque; it maintains amount of not less than the minimum balance under the Client account; and the Credit Balance is not less than the minimum amount which the relevant institution may require for the purpose of such placement.
- Any amount paid into the Client account by way of cheque must be cleared before any placement in money market instruments made.
- Payment for withdrawal from Client account will be made on the next trading day after receipt of such request from the Client or the Client's Dealer's Representative, subject to the prior clearance of cheque for any payment into such account.
- The Company are entitled to deposit any credit balance with any licensed financial institution of the Company choice even if such licensed financial institution does not offer the highest rate of interest at the relevant times; vary the minimum balance herein at the Company's absolute discretion and from time to time by giving notice in writing; deduct the handling fee and expenses as the Company may deem fit ("the Fees") from the interest earned on any credit balance; and vary the rate of the Fees or vary the time and manner of payment of the Fees without notice.



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- The Client's monies placed in trust with the Company pursuant to the CMSA 2007 is placed with a financial institution approved under the Financial Services Act 2013 (FSA) and the interest earned shall be deducted with an admin fee whilst the percentage of the net interest earned shall be notified to the Client by way of the Monthly Statements issued by the Company from time to time.
- The Company may credit into the Client's account the net interest earned on a monthly basis (after deducting the appropriate handling / administration fee) and inform the Client on the net rate of interest earned on these credit balances / trust monies or on any changes in the net rate of interest earned from time to time either by way of notices via monthly statements or any correspondences or e-mail.

**(iii) Despatch of Documents, Contract Notes**

The Company may at its discretion send documents, including contract notes/ statements, contra statements, to the Client by post, via local courier or via electronic mail. The Company shall not be liable for any delay in delivery or loss in transmission through post or via electronic mail. Alternatively, the monthly statement(s), custody statement(s), and/or other relevant statement(s) related to local or foreign securities trading may be made available for retrieval and viewable via online based on the portfolio on the Exchange(s) subscribed if the Client had activated the online access to the Company's e-statement portal.

Any notice or demand by the Company in relation to this Account(s) shall be in writing signed by an officer or authorised employee of the Company or a firm of solicitors acting on behalf of the

Company. Such demand or notice or other document such as contract notes/ statements and statement of accounts sent or transmitted to the address, which include email address of the Client last known to the Company shall be deemed to have been received by the Client if sent by post at the expiration of two (2) days after it has been posted notwithstanding that it is returned undelivered, if sent by courier, immediately upon delivery or upon collection by the Client and if sent via electronic mail, immediately upon transmission of the contract notes/ statements.

Any notice by the Client in relation to this Account(s) shall be sent by prepaid registered post to the address of the Company stated herein including any subsequent change pursuant to Clause 6 herein.

**(iv) Disclosure of Information**

The Client hereby expressly gives its consent to and authorises the Company to give, produce, divulge, reveal, disclose any information or document whatsoever relating to the Client and/or the Account(s) to BMSB and/or other relevant Foreign Exchange(s), Securities Commission or any other body or authority (governmental or otherwise) and any other person the Company is obliged to disclose such information or document under any applicable law, regulation, guidelines, regulatory requirements for the purpose of account opening application including any subsequent transactions that are related to the Client's maintenance and/or use of this account with the Company and for the purpose of recovering any monies due and owing from the Client to the Company, where necessary.

**(v) Restrictions and Controls**

The Company may immediately upon the approval of this Account or at any time thereof impose a monetary limit to the amount of purchase or orders transacted by the Client in relation to this Account(s) and the Client shall not dispute such a limit imposed by the Company. Any failure or omission on the part of the Company to impose such a limit and/ or exceeding such a limit imposed shall not prejudice the right of the Company to recover any amounts due from the Client under this Account(s).

The Company shall have the absolute discretion whether to allow the Client to trade on a contra basis or otherwise subject to such terms and conditions that may be imposed by the Company from time to time and the Company shall be entitled to charge interest on such contra trades at a rate to be determined by the Company.

**(vi) Variation, Modification and Waiver**

The Company may in its absolute discretion vary, modify and/ or amend these Terms and Conditions. Such variation, modification and/ or amendment shall be binding on the Client upon notification in writing to the Client or subsequently the notification in writing to the Client beforehand and shall be deemed to be part of these Terms and Conditions as if the variations and/ or modification had been originally set out herein from the date of such notice therein. Any failure and/ or default on the part of the Company to exercise any right or remedy or insist on the performance of any provisions herein shall not operate or be construed as a waiver or relinquishment of the Company's right to future performance and/ or nullify any existing and/ or contingent rights of the Company.

**(vii) Suspension/ Closure of Account(s)**

In the event of a breach by the Client of any terms and conditions herein, the Company shall be at liberty to suspend and/ or close any other account(s) maintained with the company and/ or without prejudicing any other rights which the Company may have and without assigning any reason whatsoever and/ or giving any prior notice including and not limited to the following :

- Termination of the Account(s) and demand full payment thereof; and/ or
- Selling all securities and/ or other collateral held in the Account(s) including those securities standing as "free securities" in the Client's CDS account(s); and/ or
- Withholding the transfer of securities for any Account(s); and/ or
- Placing the Client as blacklist and to commence legal proceedings against the Client; and/ or
- To set-off, assign or otherwise deal with the Account(s) and be authorised to utilise part of and/ or all monies paid into the Company's trust account pursuant to the Securities Industry Act, 1983 / CMSA 2007 to set-off the debit balance in the Account(s); and/ or
- Withholding any payment due to the Client and to set-off such payment against any outstanding liability of the Client; and/ or
- Any breach found which was against the Rules of BMSB, Foreign Exchange(s) Rules, SC (CMSA 2007) and/ or instruction from the relevant authority(ies) and/ or regulators.

**Dormant Account**

In the event of no transactions carried out on the account more than consecutive five (5) years and no balance in the account, the Company may consider that account is dormant. The Company shall at liberty to close the account and without assigning any reason thereof and/ or giving prior notice.

**(viii) Custodian Services**

In instances where custodian services are provided by the Company and/ or its subsidiaries, the Company if failure to inform client shall not be responsible for any entitlements howsoever arising including and not limited to corporate actions and the Client shall hold the Company harmless and the indemnity as set out in Clause 4 hereinabove shall apply.

**6. RIGHTS OF THE CLIENT**

**(i) Collection Of Cheques**

The Client may, by notice in writing to the Company, request that the Company allow the Client to delegate the function of collecting cheques to an agent so named by the Client. In consideration of the Company agreeing to such a request, the Client agrees not to hold the Company responsible for any losses and/ or damages arising from such a delegation and the Company completely disclaims all liability for such claims, losses, damages, expenses or costs howsoever arising from such a delegation.



## Terms & Conditions – Cont'd

All payments shall be made directly to the Company and the Client when making payment by way of cheque and/ or on-line credit to the Company shall indicate on the cheque and/ or bank-in slip particulars of the Client's account name and number. Non-compliance of the same that results in any loss shall be the sole responsibility of the Client concerned.

**(ii) Conclusiveness Of Statements**

The Client shall examine all reports of execution of orders, demands, notices, contract notes, all statement of accounts and confirmation despatched by the Company to the Client which shall be deemed conclusive as against the Client if not objected to in writing addressed to "The Complaints Officer" of the Company at the address stated herein actually received by the Company supported by all relevant evidence proving any and/ or all inaccuracies within seven (7) days of the same being forwarded to the Client by any mode of communication hereinabove specified. Any admission or acknowledgment in writing by the Client or any person on behalf of the Client, of the amount of the indebtedness of the Client in relation to this Account(s) or any statement of accounts or contract notes/ statements or any judgment or award obtained by the Company against the Client shall be conclusive and binding on the Client with regard to the indebtedness of the Client to the Company for all purposes whatsoever including for the purpose of legal proceedings.

**(iii) Change In Particulars**

The Client may request for access to the Personal Data and shall be able to request for corrections to be made to the Personal Data by contacting the customer service representative department of the Apex group of companies ("Group") at the address stated in the Group's Policy Statement if any Personal Data is found to be inaccurate, incomplete, misleading or not up-to-date, make enquiries or complaints with regards to such Personal Data.

The Company may request information from the Client from time to time to update the Personal Data and the Client agrees to provide accurate and updated Personal Data to the Company upon request by the Company. Notwithstanding that, the Client undertakes to give the Company notice in writing of any change of the Personal Data, particularly Personal Data provided in this Application Form. The Company shall not be liable for any reliance on the Personal Data including and not limited to any omission on the part of the Client to give notice of such change nor will any transaction in relation to this Account be avoided due to such an omission by the Client.

### 7. PERSONAL DATA

"Personal Data" means all data provided by the Client under this Agreement.

The Client hereby agree that:

- (a) all Personal Data provided by the Client in this Agreement is being processed and used for the purpose of the application for account opening under this Agreement including any subsequent transactions that are related to the Client's maintenance and/or use of this account with the Company;
- (b) the Company has obtained the Personal Data through the Client;
- (c) the Company may disclose the Personal Data to its employees, consultant and third party service providers in the course of providing the services under this Agreement;
- (d) the personal data will be collected, used, disclosed, and/or processed by the Company for the purposes relating to foreign securities online trading, to any foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials;
- (e) the Client may, by notice in writing to the Company, stop the processing and usage of the Personal Data or part of the Personal Data by the Company in the event if there is a danger where other persons are able to be identified from the Personal Data;
- (f) the Client may withdraw its consent granted herein to process the Personal Data; and
- (g) it is necessary and obligatory for the Client to provide the Personal Data in order for the Company to provide the services under this Agreement,

and the Client hereby expressly consent to the processing of the Personal Data by the Company for the purposes set out in the above Clause 7(a) of this Agreement.

### 8. LEGAL PROCEEDINGS

In the event of any legal proceedings instituted in respect of this Account(s), the Client hereby submits to the exclusive jurisdiction of the Subordinate and High Courts situated in Malaysia.

The Client agrees that in any event any legal action pertaining to this Account(s) is contemplated by the Company, the process by which such action is begun, may be served on the Client by sending a copy of the process to the Client's address as stated in the Account Opening Form (or such address as the Client may notify in writing to the Company) by prepaid registered post and shall be deemed to have been received by the Client two (2) days after posting.

### 9. NOTICES AND DEMANDS

Subject to the terms and conditions herein contained, any notice, demand or communication under or in relation with this Account shall be in writing and shall be delivered personally, or by post, telex, cable or facsimile to the Client's address for service or at such other address as the Client may have notified to the Company in writing. Proof of posting or despatch of any notice or communication to the client shall be deemed to be proof of receipt despite any evidence to the contrary :-

- (i) If it is personally delivered, at any time of delivery;
- (ii) In the case of a letter, on the second(2nd) business day after posting;
- (iii) In the case of a telex or cable, on the business day immediately after transmission; or
- (iv) In the case of a facsimile, on the business day immediately after transmission PROVIDED that the Company has received an answer back confirmation.

### 10. FORCE MAJEURE

The Client agrees not to hold the Company liable in the event that the Company is unable to perform in whole or in part any of its obligations under this terms and conditions by reason of the failure of any mechanical or electronic device, data processing systems, transmission line, electrical failure, industrial dispute, natural disasters, acts of God, war, hostilities, civil unrest, unconfirmed trade or any act beyond the reasonable control of the Company.

### 11. ILLEGALITY

In the event that any or more of the provisions contained herein shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws of Malaysia and other countries, such unenforceability, illegality or invalidity shall not affect any other provisions herein and the provisions herein shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

### 12. EXCLUSION OF LIABILITY

The Company shall not be liable to the Client for any losses (including loss of interest, expenses incurred, loss of contracts or profits or other consequential loss whether direct or indirect) howsoever suffered in relation to the Account(s).



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**13. SEVERABILITY**

If any of the provisions of these terms and conditions become invalid, illegal or unenforceable in any respect under any law, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired.

**14. ANTI-BRIBERY & CORRUPTION (“ABC”), AND ANTI-MONEY LAUNDERING ACT (“AMLA”)**

The Company is conducted the business in compliance with Section 17A of Malaysian Anti-Corruption Commission (“MACC”) Act 2009 and laws on ABC, and the regulatory requirements on AMLA in the business operations. The Client hereby agrees at all times adhere to and comply with the MACC Act 2009 and laws on ABC, and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA) with respect to all transactions, arrangements or matters whatsoever and howsoever arising whether directly or indirectly with the Company.

**15. OTHER TERMS AND CONDITIONS**

The Client declares and confirms the above terms and conditions are not exhaustive and that the Company shall be at liberty to add, delete, alter or amend any of these terms and conditions from time to time that shall be effective on such date as the Company may elect.

**PART B – TERMS AND CONDITIONS OF FOREIGN SECURITIES TRADING**

The Terms and Conditions herein contained are in addition and to supplement the Terms & Conditions in Apex Securities Berhad (“the Company”) Securities Trading Account Opening Application Form between the Client with the Company and these additional Terms and Conditions herein shall be read and construed with the Terms & Conditions in the Company Securities Trading Account Opening Application Form currently enforced.

This foreign securities trading allows Client to trade on foreign securities in recognized foreign stock exchanges i.e. SGX, HKEX, NASDAQ, NYSE, AMEX, etc. Client is only allowed to trade on foreign securities upon approved by the Company. In consideration of the Company approving Client’s request to trade on foreign securities, Client hereby declare that the Client is understand, undertake and agree at all times to abide by the following terms and conditions.

**1. DEFINITIONS**

“Collateral” means the cash, monies, or fund(s) deposited (whether in MYR or any other foreign currency), and/or custody shares(s), paid share(s)/securities as pledged and/or maintained with the Company.

“Foreign Securities” means securities that are listed on a recognized securities stock exchange outside of Malaysia and are not traded on Bursa Malaysia.

“Local Securities” means securities that are listed on a securities stock exchange in Malaysia and are traded on Bursa Malaysia.

“Market Day” means, depending on the context, a day on which the Company opens for business, or a day on which the relevant stock exchange on which a relevant transaction(s) on foreign securities trading is undertaken by or on behalf of the Client is carried out is open for trading.

“Multicurrency Trust Account” means the trust monies account maintained with the Company in accordance to Capital Markets and Services Act 2007.

“MYR” means Ringgit Malaysia.

“Stock Exchange” means, in the case of Malaysian Securities, any securities stock exchange owned, operated and/or maintained by Bursa Malaysia, and in the case of foreign securities, the relevant recognized securities stock exchange(s) on which the relevant transaction(s) on foreign securities trading is undertaken by or on behalf of the Client are effected.

**2. APPLICABLE RULES AND REGULATIONS**

2.1 Client shall at all times to comply with any applicable local and foreign authority(ies) / stock exchange(s) rules, laws or regulations, as well as to continue to be bound by the terms and conditions as stated herein, including any conditions which may be imposed and/or revised by the Company from time to time without prior notice to the Client.

**3. RIGHTS TO SET-OFF**

3.1 The Company reserves its right to combine or consolidate all or any one of the Client’s liabilities to the Company.

3.2 The Company reserves its right to sell, assign, pledge, utilise, set-off, transfer and/or otherwise dispose, any sum or sum standing of the collateral to the credit of any one or more of such accounts in or towards satisfaction of any or the Client liabilities (including but not limited to settlement of any losses, claims, action, interest, suits, proceeding, liabilities, expenses and other charges accruing) to the Company in the Client’s foreign securities trading facility or in any other respect whether such liabilities in any currency whatsoever be actual or contingent, primary or collateral or several or joint.

**4. SET-OFF WITH INITIAL DEPOSIT**

4.1 The Client may be required to place a deposit with the Company before the Client may begin utilising the foreign securities trading facility. The Company may at its discretion to determine the amount and value of deposit payable by The Client and to use such deposit to set-off any sums owed to it by the Client and shall return the balance of such deposit, if any, free of interest upon the termination of foreign securities trading facility.

**5. CONSOLIDATION OF TRADING ACCOUNT & RIGHTS TO SET-OFF**

5.1 The Company is entitled to combine and consolidate all the Client’s trading account maintained with the Company and/or to set-off any amount standing to the credit of any of the Client’s trading account maintained with the Company.

**6. MULTICURRENCY TRUST ACCOUNT**

6.1 The Company may from time-to-time, open and maintain a multicurrency trust account and deposit and retain all proceeds of sale of local securities and/or foreign securities, including but not limited to contra gain and proceeds received thereon.

6.2 The Client irrevocably authorises the Company to utilise the funds in the multicurrency trust account at its discretion including but not limited to the following, as and when they may fall due:

- (a) Purchase of securities, applications for right issues, payments of the exercise price for the conversion of warrants, loan stocks or options, or subscriptions for initial public offers, private placements, and over-the-counter instruments;
- (b) Any charges, brokerage fees, clearing fees, registration fees, conversion fees, transfer fees, custody/nominee fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any account;
- (c) Interest incurred on overdue purchases and/or trading losses;
- (d) Any bank charges; and
- (e) Any trading losses incurred by the Client.



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- 6.3 The Client further irrevocably authorises the Company to apply the funds in the multicurrency trust account towards the recovery of payments made to the Client in error (as evidenced by the records of the Company).
- 6.4 The Company may, where the funds in the multicurrency trust account are not in the same currency, having rights and without the prior consent of the Client, effect any necessary conversion from one currency to another relevant currency at such currency exchange rate as the Company may determine at its absolute discretion (having regard to the prevailing foreign currency exchange rates between such currencies), that is in accordance to the settlement requirement.
- 6.5 The Client shall give the Company at least three (3) Market Days' prior notice with respect to any proposed withdrawal of funds from the multicurrency trust account.
- 6.6 On the conversion limit of MYR into foreign currency per Bank Negara Malaysia's rules on investment in foreign currency assets, Client hereby understand and agrees that:
- The conversion limit of MYR into foreign currency is computed based on cumulative value of purchases in multicurrency securities settled in MYR in a calendar year;
  - The amount is not to be netted or reduced in the event of sales or contra in the transaction(s) on foreign securities trading throughout the calendar year; and
  - Purchases of multicurrency securities using foreign currency(ies) shall not be taken into account when computing the trading limit.
- 7. DEPOSIT OF TRUST MONIES**
- 7.1 Client agrees that the deposit of trust monies for the purpose of foreign securities trading shall remain as same currency but shall also be accounted for in the equivalent currency of MYR and the rate of conversion/translation shall be applied in accordance to the Company's calculation. Any deposit of foreign currency by the Client may be converted at the discretion of the Company.
- 7.2 The Client agrees that the Company may, for the purpose of depositing trust monies received on the trading account(s) of the Client which are foreign currency in a trust monies account with a local or foreign bank, or foreign currency account or to maintain the trust monies account with a custodian outside Malaysia which is licensed, registered or authorised to conduct banking business in the jurisdiction where the account is maintained.
- 7.3 Client further agrees that any interest on the monies deposited in foreign currency will depend on the Company's counter party brokers/banks' interest rate declaration (if any) subject to the deduction of a nominal administration fees charged by the Company.
- 8. TRADING LIMIT**
- 8.1 Any Client with domestic ringgit borrowing, the maximum cumulative nett buy limit on the same trading day shall be capped at MYR 1 million. In the case of foreign securities' trades that exceed MYR 1 million equivalent, system will not grant further limit for trading and the Client is to immediately perform submission to obtain Bank Negara Malaysia's approval on such transaction(s) on foreign securities trading.
- 8.2 There will be no trading multiples to be granted on any collateral for any foreign securities trading under Securitised or Collateralised Trading Account e.g. STA / CTA, which any cost of purchase(s) in the transaction(s) on foreign securities trading will be deducted from the Client's trust monies account accordingly.
- 8.3 The Client hereby further agrees that the Company shall have the rights at any time to refuse the Client's orders or limit the purchase / sales ordered by the Client.
- 9. INTEREST, TAXES, FEES AND CHARGES**
- 9.1 The Client agrees that the Company has the right to charge interest at default rate announced by the Company from time to time, in the traded currency on late settlement of outstanding purchase, contra transaction, contra losses and/or all overdue debit items to be involved in the settlement of foreign securities trading (as the case may be).
- 9.2 The Client agrees to pay the Company, in respect of the foreign securities trading facility provided to the Client by the Company, such fees, commissions, brokerage charges and other charges at such rates as may be determined by the Company from time to time, as well as all expenses incurred by the Company or its agents with respect to the foreign securities trading facility as provided to the Client by the Company.
- 9.3 The Client hereby undertake to pay the Company all charges that may be imposed by the Company, its counterparties, and/or any stock exchange(s) or clearing organisation(s); including but not limited to any withholding and other taxes and duties imposed by any local and/or foreign authority(ies) on any account opened or transaction(s) on foreign securities trading that is effected for the Client; any gain or loss in the exchange of foreign currency(ies) and any fines or other penalties imposed by any local and/or foreign authority(ies) except to the extent that such fines or other penalties may be imposed due to the gross negligence or wilful misconduct of the Company.
- 9.4 The Client acknowledges that from time to time, the Company may receive commissions, discounts, and fees or otherwise in connection with or in relation to the foreign securities trading facility as provided to the Client by the Company. The Client agrees that the Company may retain for the benefit of the Company and without any obligation, to account directly to the Client on any commission, discounts, fees, or other monies which the Company may receive from any providers and/or services or other persons in connection with or in relation to the holdings, subscription, switching, transfer or redemption of securities or other transaction(s) on foreign securities trading that is done or carried out by the Client with or through the Company in respect of the transaction(s) on foreign securities trading.
- 9.5 The Company shall be entitled to convert any sum received by it (whether for credit into the Client's account or in payment of any sum due and/or overdue to the Company) to the currency of the Client's account or (as the case may be) the currency in which payment is to be made, at such currency exchange rate as determined by the Company. The Company shall also be entitled to convert any amounts in the Client's account or otherwise standing to the Client's credit to any other currency for the purpose of carrying out the Client's instructions or exercising the Company's rights under these terms and conditions. The Client agrees that any currency exchange rate losses and costs of conversion shall be fully borne by the Client.
- 10. INFORMATION AND EXECUTION DELAY**
- 10.1 The Client acknowledges that on trading in securities on foreign stock exchange(s), there may be delays in stock quotes and execution of orders via the Company's foreign online trading system. The Client agrees to pay the various stock exchange(s) directly via system provider for market access subscription fees or live market data feed on periodic basis as subscribed for by the Client. The Client agree that the Company shall not be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Client in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or wilful default of the Company.
- 11. FOREIGN CURRENCY EXCHANGE**
- 11.1 The Client agrees that the profit or loss in the transaction(s) on foreign securities trading in a foreign currency, whether is traded in the Client's own or another jurisdiction will be affected by fluctuations in currency exchange rates where there is a need to convert from the currency of the contract to another currency(ies).
- 11.2 The Client agrees that all transaction(s) on foreign securities trading will be settled in the relevant currency. Any and all accruals if received in a foreign currency shall be deducted or converted at such currency exchange rate as may be determined and/or decided by the Company and credited into the Client's trading account in MYR (inter-alia).



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- 11.3 The Company may, where the monies in the Client's trust monies account are not in the same currency, without the prior consent of the Client, to effect any necessary conversion from one currency to another at such currency exchange rate as the Company may determine in its absolute discretion, and having regard to the prevailing foreign currency exchange rates between such currencies.
- 12. FOREIGN SECURITIES TRADING RISKS**
- 12.1 The Client acknowledges that foreign securities trading is subject to investment risks, foreign currency(ies) exchange risks and market risks, including the possible loss of the entire proposal amount invested. The Client acknowledges and agrees that the Client understand and is fully aware of the risks involved in foreign securities trading, and will not hold the Company liable for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity, or failure to make a profit, suffered or incurred by the Client as a result of or in connection with the transaction(s) on foreign securities trading.
- 13. SETTLEMENT OF FOREIGN SECURITIES TRADING**
- 13.1 All transaction(s) on foreign securities trading and any payments relating to or arising out of any of the transaction(s) on foreign securities trading, including but not limited to any fees, commission, brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in the relevant currency or, if the Company agrees, in any other currency requested by the Client, but at a currency exchange rate as determined by the Company. All sale proceeds will be retained in the relevant currency unless otherwise requested by the Client and approved by the Company. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any transaction(s) on foreign securities trading maintained with the Company. The settlement currency if selected by the Client cannot be changed once the contract has been booked out.
- 13.2 The Company is authorised to sell all or any paid or unpaid local securities and/or foreign securities to settle any losses or outstandings or any default in the foreign securities trading whether due or not due, and reserves the right to withhold payment of sales proceeds and/or contra gains if there is any unsettled purchase contract or contra losses, as well as to reserves the right to utilise any of the sales proceeds and/or contra gains to settle any outstanding purchase, contra losses and accrued interest thereon, including the rights on conversion of any foreign currency for the purposes of settle the losses, fees, etc.
- 13.3 The Client irrevocably authorises the Company to credit into multicurrency trust account, any sales proceeds due from sales of local securities and/or foreign securities listed on the recognised stock exchange(s). Any drawdown for foreign currency trust monies / proceeds may be considered as a withdrawal. The Client agrees that such withdrawal request will be made in MYR and to be converted based on the effective withdrawal date in accordance to the foreign currency exchange rate and date as determined by the Company.
- 13.4 The Client agrees and acknowledges that where the Client may request the Company to carry out a contra trade or set-off in relation to any foreign securities in a foreign currency, the Company may at its absolute discretion effect such contra trade or set-off in either the foreign currency or MYR, and where such contra trade or set-off is effected in the foreign currency, to settle such contra trade or set-off with the Client in the MYR at a currency exchange rate as determined by the Company.
- 14. RIGHT TO FORCE SELL AND AUTOMATIC LIQUIDATION**
- 14.1 The Client understands that if the Client does not pay for any purchase(s) or settled any other transaction(s) on foreign securities trading by the settlement or due date of the purchase contract(s), the Company shall have the right to force sell or liquidate any or all the local securities and/or foreign securities at any time after such due date and at such time as it may in its absolute discretion decide. The Company may, but need not, exercise this right on next day after the day on which the right to force sell or liquidate first arose. The Company shall not be liable to the Client with respect to any purchase(s) in the transaction(s) on foreign securities trading on which the Client has defaulted or for any loss suffered by the Client as a result of any fall in the market price of the foreign securities between the first day the right to force sell or liquidate arose and the day if actually liquidates the local securities and/or foreign securities.
- 15. SUSPENSION AND RELEASE OF SUSPENSION**
- 15.1 All trades in foreign securities trading by the Client will be subjected to a suspension or release of suspension in accordance to the criteria as outlined in the Company's policies and procedures on the securities products as offered by the Company. This may include inter-alia, the Securitised Trading Account (STA), Collateralised Trading Account (CTA), or any other product(s) which may be established subsequently as defined by the Company.
- 15.2 The Client acknowledges that the Company may impose any restrictions on, including but not limited to suspension of dealing in any securities in respect of the trading account maintained with the Company, or any of its authorised representatives considers appropriate for any purpose.
- 16. NOMINEES / CUSTODIAN / SUB AGENTS**
- 16.1 The Company will appoint foreign sub-agents as an intermediary(ies) to safe-keeping of the Client's foreign securities or assets. The Client hereby acknowledges and agrees that there may be additional costs and risks in relation to such foreign sub-agents, including risks arising from the operation of foreign law, rules and regulations, and to accept such risks accordingly.
- 16.2 The Client agrees that the Company is authorised at all times where the foreign securities in a foreign currency are to be held outside Malaysia (including in electronic form), to maintain the foreign securities with a sub agent or a custody account held with a custodian outside Malaysia which is licensed, registered or authorised to act as a custodian in the jurisdiction where the securities are registered, traded or listed. The Client acknowledge and consent to the fact that any foreign securities belonging to the Client(s) held by sub agent(s) or its Nominee or Custodian for any reason whatsoever may be held with foreign securities held for other Clients of the Company on aggregate or Omnibus basis. All costs associated with the holding of the foreign securities by any of them shall be for the Client's account. Accruals with respect to any and all foreign securities so held if in money form, shall be held or accounted for on its original currency of receipt converted into MYR (as the Company think fit) and credited into the Client's account.
- 17. CORPORATE ACTION, RIGHTS, WARRANTS AND OTHER ENTITLEMENTS/OPTIONS**
- 17.1 The Client agrees that as a shareholder, the Client is aware of all corporate events in regards to the securities invested. The Company will process the corporate event to the best of the Company's knowledge and ability and the Client agrees that the Client is prepared to assume the risks of delayed processing due to market condition, differences in time zones, or circumstances beyond the Company's control, including but not limited to any acts or omissions of the Company's agents or custodians, and to bear any and all charges/costs incurred due to the processing of the corporate events in regards to the securities invested.
- 17.2 In the case of foreign securities on rights issue, warrant and other entitlements/options, the Client acknowledges and agrees that the exercise of rights generally available or accruing to the holder of any securities may, subject to any applicable local and/or foreign authority(ies) / stock exchange(s) rules, laws or regulations, and not be available to or accrue to the benefit of or be offered to the Client. It is possible that a court, a stock exchange or another regulatory agency having jurisdiction would impose a restriction which would have the effect of restricting the exercise of a right. In such a case the right would not be exercisable until the restriction was terminated. In the remote possibility that the restriction were to remain in effect until the expiration of the right, the right would expire worthless, and Client would lose the entire amount that have been paid for the entitlement/option. The Client agrees that in such circumstances, the Company shall not be responsible to inform the Client or inquire into, investigate, take any action or make any demands in relation to such rights, and the Client shall have no recourse against the Company for any claims arising out of or in connection with or in relation to such rights.





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- 17.3 The Client further agrees that upon trading in foreign securities offered by foreign stock exchange(s), the Client will be deemed as a non-resident as determined by the foreign stock exchange(s), and may not be entitled for certain or any corporate action.
- 18. TRANSACTION(S) ON FOREIGN SECURITIES TRADING IN FOREIGN STOCK EXCHANGE(S)**
- 18.1 Use of Foreign Agents - the Client acknowledges and agrees that where the securities trading involving transaction(s) on foreign securities trading, the Company may employ the services of foreign agents in order to effect such transaction(s) on foreign securities trading, and these transaction(s) on foreign securities trading will be subject to terms and conditions that are imposed by the foreign agents.
- 18.2 Undertaking on Costs - the Client undertakes to pay the Company promptly any fees or other charges imposed by any other stock exchange(s) or clearing organizations, any taxes imposed by any local and/or foreign authority(ies) on any accounts opened or transaction(s) on foreign securities trading effected for the Client, and any fines or other penalties imposed by any local and/or foreign authority(ies) except to the extent that such fines or other penalties may be imposed due to the Company's gross negligence or wilful misconduct.
- 18.3 Foreign Stock Exchange(s) Rules to Prevail - all transaction(s) on foreign securities trading are subject to the foreign stock exchange(s)' rules. In the event of any conflict between these terms and conditions and the foreign stock exchange(s) rules, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- 18.4 The Company and the foreign agent are entitled, and are hereby authorised by the Client, to take any action or refrain from taking any action, including the disclosure of any information relating to the Client or the transaction(s) on foreign securities trading, which the Company or the foreign agent (as the case may be) considers appropriate for the purpose of complying with the foreign rules. Neither the Company nor the foreign agent nor any of their respective officers, directors or employers shall be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this clause.
- 19. RESTRICTED SETTLEMENT AND TRADING DAYS**
- 19.1 Client acknowledges and agree that in the event of public holiday(s) in Malaysia, the Company may not provide the trading or price quote facility for foreign securities trading on foreign stock exchange(s), including any settlement in relation to foreign securities trading.
- 19.2 Client hereby undertake to indemnify the Company from any losses arising due to non-settlement of transaction(s) on foreign securities trading and to accept such risks accordingly.
- 20. TERMINATION**
- 20.1 The Client's foreign securities trading facility may be terminated:
- (a) For any reason whatsoever by the Client and/or the Company giving sufficient notice in writing including e-mail or via any other electronic communication mode; or
- (b) By the Company immediately upon the occurrence of an event of default.
- 20.2 Upon termination of the Client's foreign securities trading facility, the Company is authorised to deliver as soon as practicable thereafter any securities held by it to the Client, including but not limited to the Company's outstanding fees and expenses, if any. Such notice to terminate the Client's foreign securities trading facility shall not be a waiver of any or all accrued obligations of the Client in respect of the trading account and these accrued obligations shall be continue to be governed by these terms and conditions until such obligations are fully performed.
- 20.3 The termination of the Client's foreign securities trading facility shall not prejudice, impair or otherwise adversely affect any of the Company's right over any collateral of the repayment of any or all outstanding obligations of the Client until such time as all the outstanding obligations of the Client are discharged and paid in full.
- 20.4 Any fees, expenses, costs and other charges of the Company accrued or incurred up to the effective date of termination shall be paid by the Client.
- 21. CLIENT'S SUCCESSOR**
- 21.1 If the Client is an individual, the Client's executor(s) or administrator(s) shall be the only persons recognised by the Company as being the Client's successor(s) in the event of the Client's death or incapacity. Upon the Client's death, the Company is entitled to retain any foreign securities or any sums standing in credit in the Client's account(s) until such time that the Client's successor(s) produces to the Company evidence, to the satisfaction of the Company, that the Malaysian courts have authorised the Client's successor(s) to deal with the Client's affairs and property.
- 22. VARIATIONS**
- 22.1 The Client agrees that the Company may at its absolute discretion without any prior notice to the Client (whether in writing or otherwise) change, modify, add, remove, amend and vary at any time or from time to time including but not limited to imposing additional clauses which shall bind the Client as if the amendments and additional clauses had been originally set out in the terms and conditions. Upon the imposition, amendment, modification, supplemented and/or variation being posted by the Company on its Website or being notified to the Client via Client's monthly statement, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Website and/or email notification or within Five (5) calendar days of mailing notice (as the case may be).

**PART C – EQUITIES' ONLINE TRADING AGREEMENT (TERMS AND CONDITIONS OF SERVICES)**

This agreement is made between Apex Securities Berhad, a company incorporated in Malaysia with its registered office at 6th Floor, Menara Apex, Off Jalan Semenyih, Bukit Mewah, 43000, Kajang, Selangor Darul Ehsan (hereinafter referred to as "the Company") of the first part, and the Applicant named in the Account Opening form (hereinafter referred to as "Client") of the second part.

**PREAMBLE**

This document ("this Agreement") and Client's Account Application form together with the Terms and Conditions therein ("the Terms and Conditions"), collectively constitutes the Agreement ("the Agreement") between the Client and the Company. This document contains the terms and conditions applying to the Client's subscription to Apex online trading platform.

The Company has introduced a package of electronic share trading facilities, known as Apex online trading platform for the trading of shares and stocks listed on BMSB and/or any other Stock Exchange(s) approved by Securities Commission ("the Service") for the exclusive use of its Clients.

Client is at all material times a Client of the Company in that Client has opened or has applied to open a Trading Account with the Company.

Client desires to subscribe to Apex online Trading platform and have access to and be able to utilise the Service offered by the Company.



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All words not defined herein but defined in the Terms and Conditions shall have the same meaning as in the Terms and Conditions.

In consideration of the Company granting Client access to and use the Service, Client agrees to the terms and conditions contained in this Agreement. Client acknowledges that the Company may require amendments to the terms of this Agreement for commercial, regulatory or other reasons. The Company shall notify Client of any amendments in writing and of the effective date of such amendments. Client agrees to be bound by such amendments.

Client further agrees to, at all times, comply with and observe all applicable laws and regulations in Malaysia and other countries.

**1. PROVISION OF SERVICE**

- 1.1 Client's subscription to the Service provided by the Company shall be for a period of one (1) year or such other period as the Company may approve at its absolute discretion.
- 1.2 The Service provided by the Company consists of:
  - a. Online electronic trading system for securities transactions on BMSB and/or any other Stock Exchange(s) approved by Securities Commission; and
  - b. Any other facilities that may be introduced from time to time.Client has the option to subscribe to any one or any combination of the abovementioned services.
- 1.3 The Company will provide any or all of the following facilities to Client depending on the extent of Client's subscription to the Service:
  - a. Access to real-time quotes;
  - b. Access to account information;
  - c. To buy or sell securities or to cancel or amend orders;
  - d. To review business done;
  - e. To access key market indicators;
  - f. To access News and Publications;
  - g. To change sign-on password and personal identification number ("PIN").
- 1.4 Notwithstanding the above, the Company may at any time and from time to time, vary the list of facilities herein abovementioned without giving any notice thereof to Client. Any variation or change by the Company pursuant to this provision shall not in any manner, affect the other.

**2. MEDIA OF SERVICE**

- 2.1 Client has agreed to utilise the Service mentioned in Clause 1 above by using one or any of the following media:
  - a. Modem-equipped terminal or personal computer; and
  - b. Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its Clients.
- 2.2 Client agrees that in the event Client experiences difficulties in using one of the media of service listed in Clause 2.1, Client shall attempt to use alternate methods to communicate with the Company. In such an event the terms and conditions governing the use of the alternative method shall be those embodied in the Terms and Conditions of Account Opening.
- 2.3 Client further agrees that the Company may record telephone calls, if deemed necessary, to monitor the quality of service and to verify information relating to securities transactions.

**3. NO GUARANTEE OR WARRANTY**

- 3.1 It is hereby acknowledged by Client that the data, information and messages disseminated and/ or provided through the Service to Client is derived either directly from the Company, Bursa Malaysia Securities Bhd ("BMSB"), other Stock Exchange(s) approved by Securities Commission and/or independent information providers. Client agrees that neither the Company nor any of its information providers, licensors, employees or agents guarantees the correctness, accuracy, completeness, timeliness or correct sequencing of any such data, information or messages disseminated and/ or provided by any party through the Service. Client acknowledges that there may be delays, omissions or inaccuracies in the information provided under this Service.
- 3.2 Client agrees that neither the Company nor any of its information providers, licensors, employees or agents shall be liable in any way for :
  - (a) any inaccuracy, error or delay in, or omission of (i) any such data, information, or message, or any other aspect of the Service or (ii) the transmission or delivery of any such data, information, or message; or (b) any loss or damages arising from or occasioned by (i) any such inaccuracy, error or delay in, or omission, (ii) non-performance, or (iii) interruption of any data, information or message, or any other aspect of the Service, due either to any negligent act or omission by the Company or any disseminating party, or to any "force majeure" (including but not limited to flood, adversely 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 the Company or any disseminating party; or (c) any decision made or action taken by Client or any other persons whomsoever in reliance upon the data, information or messages disseminated and/ or provided by the Service.
- 3.3 Client agrees:
  - 3.3.1 That the Company does not warrant the merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the information furnished under the Service or any other aspect of the Service, including but not limited to data, information, messages, or access, or the execution of any buy or sell orders and/ or the cancellation or amendment of any such orders;
  - 3.3.2 That neither the Company nor any of its information providers, licensors, 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 the Company to execute, cancel or amend such orders.

**4. LIMITATION OF COMPANY'S LIABILITY**

In addition to and not in derogation of any other terms of this Agreement, Client agrees:

- 4.1 That in providing the Service, neither the Company nor any of its information providers, licensors, employees or agents shall, in any event, be liable to Client or any other parties having access to the Service whether with or without the Company'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 Client's Account, or any of the circumstances enumerated in Clause 8 hereof notwithstanding that the Company had been advised of the possibility of such damages or losses;
- 4.2 That neither the Company nor any of its information providers, licensors, 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 internet problems, unauthorised access, theft, operator errors, weather, earthquakes, floods and strikes or other labour problems;
- 4.3 That the liability of the Company to Client arising out of any kind of legal claim in whatsoever way connected with this Service and its use or the information provided thereunder not covered in this Agreement, will not exceed the monthly fee paid (if any) by Client for the use of the Service under Clause 10 hereof.

**5. TRADING ORDERS AND CANCELLATION REQUESTS**

- 5.1 Client agrees that any order(s) received by the Company through the use of Client's code and PIN shall be deemed to have been issued by Client notwithstanding that such order(s) may have been issued by a third party, whether authorised or otherwise.
- 5.2 Client acknowledges that the confirmation of the receipt and/ or execution of an order initiated by Client through the Service as reflected in Order Status Screens shall be deemed conclusive of :



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- a. The receipt by the Company of the order; and
  - b. That the content of such order is as received by the Company; and
  - c. That such order may be relied and acted on by the Company without further reference to or verification from Client.
- 5.3 Client agrees to review the Order Status Screens to ascertain that the said order was correctly received through the Service.
- 5.4 Client acknowledges that not all trades will be executed concurrently with the order issued by Client. Client further acknowledges and accepts, without liability of the Company, its employees or agents, that there will be times when a quoted price will change prior to the trade's execution due to market circumstances.
- 5.5 Client acknowledges that a request to cancel an earlier order is not guaranteed by the Company as the earlier order can only be cancelled if the cancellation request is received and effected before the earlier order is executed.
- 6. LICENCE & TITLE TO INFORMATION / PROPRIETARY RIGHTS**
- 6.1 Subject to the terms of this Agreement, the Company grants to Client a personal, non-exclusive, non-assignable and non-transferable license to use and display the Service's software or web site (whichever is applicable) (hereinafter referred to as "Software") on any computer of which Client is the primary user. Unauthorised copying of the software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. Client agrees not to sub-license, assign or transfer this license or the software. Any attempt to assign or transfer any of the rights, duties or obligations under this license is void.
- 6.2 Client acknowledges that the Company, BMSB, other Stock Exchange(s) approved by Securities Commission and/or participating information providers assert a proprietary right on the data, information, messages disseminated through and/ or provided by the Service (hereinafter referred to as "information"). Client agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner whatsoever without the express written consent of the Company nor use the information for any illegal purpose.
- 6.3 Client agrees that it shall protect the contractual and statutory rights of the Company, BMSB, other Stock Exchange(s) approved by Securities Commission and/or participating information providers in or to the information furnished under and through the Service and shall comply with all written requests from the parties hereinbefore mentioned as they deem necessary to protect their respective rights.
- 7. CLIENT'S SOLE RISK**
- 7.1 Client acknowledges that neither the Service nor the information provided thereunder is intended to amount to or constitute tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, the Service shall not be construed as amounting to offers, invitations or solicitation to buy or sell the securities concerned. The Company does not warrant the accuracy stated in any manner of the opinions, information and recommendations, and no reliance by Client on the matters aforementioned should give rise to any claim whatsoever.
- 7.2 The Company 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. Client acknowledges that all orders made by it through the Service and executed by the Company pursuant thereto are made at Client's sole and absolute risk.
- 7.3 Client acknowledges that BMSB and/or any other Stock Exchange(s) approved by Securities Commission is the regulatory and supervisory authority of the Company and that BMSB and/or any other Stock Exchange(s) approved by Securities Commission shall have the right to examine, inspect, scrutinise Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection, scrutinisation being carried out at reasonable hours. Client acknowledges that it shall not hold the Company liable for any liability and/ or losses that may occur as a result of the actions and omissions of the Company, BMSB and/or any other Stock Exchange(s) approved by Securities Commission.
- 8. NOTIFICATION BY CLIENT**
- 8.1 Without prejudice to Clauses 5.1 and 5.2 herein, Client agrees that it shall notify the Company immediately and in any case not later than twenty-four (24) hours from the time Client should have become aware of the existence of any of the following :
- a. Any loss or theft of Client's User ID, sign-on password, Client code or PIN;
  - b. Any unauthorised use of any of Client's User ID, sign-on password, Client code or PIN, or of the Service or any information obtained thereunder;
  - c. Any failed or incorrect receipt of an order initiated by Client through the Service upon Client's review of the Order Status Screens of the Service; and
  - d. Any receipt of confirmation (whether electronic, written or otherwise) of business done of an order which Client did not place or any receipt of inaccurate or conflicting report or information.
- In all cases, the Company reserves the right to determine the validity of Client's objection to a transaction arising from, but not limited to, the above.
- 8.2 In the event that Client shall fail to notify the Company of the occurrence of any of the above incidents within the period of time stipulated above, neither the Company nor any of its information providers, licensors, employees or agents, shall be responsible and/ or liable to Client or any other party whose claim may arise through Client for any claims with respect to handling, mishandling or the loss of any order.
- 9. CONFIDENTIALITY**
- Client shall be responsible for the confidentiality and the use of its User ID, sign-on password, trading password and PIN. Client further accepts full and absolute responsibility for all orders entered through and under its User ID, sign-on password, trading password and PIN and any orders so received by the Company shall be deemed to have been received from Client.
- 10. FEES**
- 10.1 Client agrees to pay and authorises the Company to debit its Account with the following fees:
- a. Legal fees, real-time quotes subscription fees for any relevant approved Stock Exchange(s) and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owed by Client to the Company;
  - b. Interest on all outstanding sums at such rate and at such mode as the Company shall notify Client in writing;
  - c. Other reasonable fees and charges imposed by the Company and/or various Exchange(s) concern (if any) from time to time for services and facilities rendered to Client.
- 10.2 Notwithstanding the above provisions, the Company may at its discretion vary the rate of such fees and subscription, at any time and from time to time without notice.
- 10.3 Client agrees that the Company may impose additional fees in relation to the provision of the Service, subject to obtaining the prior agreement of Client. In the event Client is not agreeable to the Company imposing the additional fee(s), the Company shall have the option of terminating this agreement in accordance with Clause 17 herein.
- 11. CONTINUING SECURITY OF ASSETS**
- Client agrees that it shall pay all cost including but not limited to solicitor's fees, if any, incurred by the Company in collecting any overdue fees from Client. Client hereby grants the Company a continuing security interest and/ or lien on the assets belonging to Client in all its accounts with the Company in order to secure the timely payment of all fees owed by it for the Service and any other amounts owing under this Agreement and that the Company shall be at liberty to use or dispose these assets in whatsoever manner and upon such terms and conditions as the Company deems fit to secure the full payment of such overdue fees, subject to any rules that may be laid down by BMSB and/or any other Stock Exchange(s) approved by Securities Commission in respect of such matter.



## Terms & Conditions – Cont'd

### 12. TAXES & LICENCES

Client shall pay all taxes and license fees payable for the use of the Service, if any.

### 13. RESTRICTION IN USE OF SERVICE

- 13.1 The Company reserves the right to determine whether Client is to trade via the Service on either Ready Basis Contracts or other types of contracts as provided for in the Rules of BMSB and/or in the Rules of any other Stock Exchange(s) approved by Securities Commission.
- 13.2 Client shall not be entitled to use the Service offered by the Company under this Agreement, if there exists any restriction whatsoever on Client's account either imposed by the Company or by any relevant authorities and Exchange(s), including but not limited to cash up-front restriction or restrictions imposed due to amounts remaining outstanding in the Client's account.
- 13.3 The Company shall not be held responsible for any failure to provide the Service, including the execution of any order arising out of any restriction imposed on Client's account.

### 14. DEPOSIT

- 14.1 The Company reserves the right to require Client to place cash and/ or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of the Company to determine the amount of deposit payable by Client and the time and manner for the placement and nature of such deposit.
- 14.2 The Company reserves the right to require Client to maintain a minimum balance at any one time in Client's account. It shall be at the absolute discretion of the Company to determine the quantum of the said minimum balance to be so maintained. At the Company's absolute discretion failure to maintain such minimum balance as stipulated by the Company would entitle the Company to terminate this agreement in accordance with Clause 17 herein.
- 14.3 The Company shall not be held responsible or be liable for any failure to provide the Service arising out of such failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by the Company.

### 15. FOREIGN CURRENCY TRANSACTIONS

- 15.1 Client agrees that if the Company enters into a transaction that is effected in a foreign currency on behalf of the Client:
- Any profit or loss resulting from exchange rate fluctuations of such currency shall be at the Client's sole risk and shall not hold the Company accountable for any loss thereof;
  - All initial and subsequent deposits for margin purposes shall, unless the Company otherwise stipulates, be made in such currency (the "Relevant Currency") and in such amounts as the Company may, in its sole and absolute discretion require; and
  - The Company may debit or credit the Client's account in the Relevant Currency when such transaction is liquidated, and the rate of exchange of any foreign currency required to be converted to the Relevant Currency shall be determined by the Company in its sole and absolute discretion on the basis of the rates of exchange prevailing at the time of the debit and credit.
- The Company may, at any time in its sole and absolute discretion, convert any amounts in any Client's account(s) or standing to the credit of the Client to any other currency for the purposes of carrying out the orders of the Client or exercising any of the Company's rights under this Agreement or under any Client's account. Exchange rate losses and the costs of conversion shall be borne by the Client.
- 15.2 The Client also acknowledges and consents to the Company having the right and discretion where it deems appropriate to deposit moneys/foreign securities received on Client's account which are denominated in a foreign currency in a trust account which is maintained outside of Malaysia with a bank/custodian licensed, registered or authorised to conduct banking/custodian business in that jurisdiction.

### 16. INDEMNITY

Client hereby agrees that it shall fully and effectively indemnify the Company and hold the Company indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to solicitor's fees on a Solicitor and Client basis) arising or which may arise out of Client's breach or violation of the terms and conditions of this Agreement or any third party rights, including but not limited to violation of any copyright, proprietary or privacy rights. This obligation to indemnify the Company shall survive the termination of the Service.

### 17. TERMINATION OF RIGHT OF ACCESS

Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith Client's right of access to the Service or any portion of it by giving seven (7) market days' notice (whether in writing or otherwise), without any obligation to give any reasons therefore or for any reason whatsoever, including but not limited to any unauthorised use of the User ID, sign-on password, trading password and PIN, not agreeing to the levying of additional fees, or breach of any terms and conditions of this Agreement in any manner whatsoever whether by Client or by any other person(s) whomsoever.

In the event of such termination by the Company, the Company shall not be liable to Client for any claims, losses or anticipated profit which may be suffered by Client arising out of or pursuant to or connected with such termination; provided however, where the termination is without cause, the Company may refund a pro-rated portion of any fees which have been paid to the Company by Client for any remaining portion of the term of Service not furnished to Client as at the date of such termination.

### 18. REPRESENTATIONS

Client represents and hereby agrees that the following statements are and will continue to be true for so long as the Client has access to the Service:

- That Client is at least eighteen (18) years of age;
- That Client agrees to be bound by the terms & conditions of this Agreement and is not acting on behalf of a firm, corporation, partnership, trust or association; and
- That Client will use the information provided under this Service solely in connection with Client's own personal investment activities and not in connection with any trade or business activities; and
- That Client is not a securities broker/ dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association or futures exchange or an owner partner or associated person of any of the foregoing; and
- That Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity.

Provided however, the above conditions shall not be applicable in the event Client has disclosed the existence of any of the above circumstances and has provided the Company with the relevant documents prior to the execution of this Agreement. Provided further that where a corporate entity or a partnership applies for the Service and the said corporate entity or partnership is a Client, Client shall hereby indemnify the Company against all losses or damages, direct or consequential which may arise out of the action of any representative(s) designated by such corporate entity or partnership using the Service on behalf of the corporate entity or partnership (whichever is applicable).



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**Terms & Conditions – Cont'd**

**19. ACKNOWLEDGEMENT**

- a. Client acknowledges that the Company is providing the Service on the basis of Client's acceptance to be bound by the terms & conditions contained in this Agreement.
- b. Subject to Clause 19.3 herein, Client acknowledges that the terms and conditions contained in this Agreement, inclusive of the Application Form, constitutes the complete statement of Client's agreement with the Company in respect of Client's subscription to the Service and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service even if they are contained in any materials provided by the Company.
- c. Client hereby agrees that the terms and conditions of this Agreement shall be read together with the Terms and Conditions. In the event of any conflict between the terms herein and the Terms & Conditions, the Terms & Conditions shall prevail.

**20. AMENDMENTS AND MODIFICATIONS**

Notwithstanding Clause 18, the Company may in its absolute discretion, by giving one (1) day's notice (whether in writing or otherwise) amend or vary the terms and conditions of this Agreement hereunder at any time or from time to time and/ or impose additional clauses which shall bind Client as if the amendments and additional clauses have been originally set out in this Agreement.

**21. GOVERNING LAW**

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

**22. TIME**

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

**23. SEVERABILITY**

Any term, condition, stipulation, provision, covenant or undertaking herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibitions or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained. Furthermore, any ambiguities in language and intent of this Agreement shall not be construed and/ or held against the Company.

**24. ASSIGNMENT & SUCCESSORS**

- 24.1 Client shall not assign or transfer any of its rights or obligations under this Agreement or any contract thereunder, except with the Company's prior written consent. Client hereby expressly consents to the Company assigning or transferring any of its rights and obligations under this Agreement or any contract thereunder to any other party.
- 24.2 The terms and conditions of this Agreement shall be binding upon the successors-in-title and permitted assigns of the parties hereto.

**25. WAIVER**

Except as specifically permitted in this Agreement, no provision, term, or clause, of this Agreement can be, nor be deemed to be waived, altered, modified or amended unless acknowledged in writing by the Company that such waiver, alteration, modification or amendment will take effect and bind both Client and the Company.

**26. NOTIFICATION**

- 26.1 Client hereby irrevocably consents to any notification to Client by the Company, where required under this Agreement or where given under the Company's discretion, by any one or more of the following methods :
  - a. By prepaid ordinary post to the last known address of Client in the Company's records and such notification shall be deemed effective on the third day after posting;
  - b. By way of a single publication of the notice in one or more newspapers of the Company's choice and such notification shall be deemed effective on the date of first publication in any such newspaper;
  - c. By inserting a notice in the Company's statement of account to Client and such notification shall be deemed effective three (3) days after the date of posting of the notice contained in the said statement of account to Client;
  - d. By publishing the notice in the designated forum on the home page and such notification shall be deemed effective two (2) days after the date of publishing the notice; and
  - e. By electronic mail ("e-mail") to the e-mail address of Client and such notification shall be deemed effective two (2) days after the date the e-mail is sent by the Company.
- 26.2 Any failure or delay on the part of the Company to give notice to Client in accordance with Clause 26.1 hereof, where required under this Agreement, shall not prejudice or have the effect of invalidating the subject matter of the notification.

**27. AUTHORISATION TO ACCESS INFORMATION**

- 27.1 Client hereby expressly agrees and authorises the Company to access Client's account with the Bursa Malaysia Depository Sdn Bhd (and/ or any other depositories that may be hereafter established) to extract the information relating to Client's shareholding. Unless otherwise notified by Client, Client shall be deemed to have requested the Company to extract the aforesaid information and post the same on to that part of the Service known as "Portfolio Manager" or any other name so given that achieves the same purpose. Without contrary to the provision in Clause 16 and any other Clause herein, Client hereby indemnifies the Company against all actions, proceedings, losses, charges, damages, expenses, claims and demands which may be brought or made against the Company by reason of the Company's agreement to the Client's request herein.
- 27.2 Client hereby consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to the Company, and to such agents, service providers and sub-contractors of the Company as informed by the Company to Bursa Depository, of information or documents relating to Client's affairs and in particular, relating to Client's securities account. This consent shall be valid until revoked by Client. The Client releases Bursa Depository from any loss or liability arising from or in connection with this authorization except for loss or liability Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository. The Client understands and is fully aware that this is required for Client's trading of securities in Client's depository account pursuant to the terms and conditions of the Client's trading account with the Company inter-alia online trading via internet, mobile or other networks.

**28. HEADINGS**

The headings of each provision, clause, or term, of this Agreement are merely descriptive and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision, clause, or term.



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**Terms & Conditions – Cont'd**

**29. CONSENT**

Client hereby consents that all the personal particulars disclosed by the Client in this Agreement shall be processed by the Company solely for the purpose of subscription to the Apex online trading platform, including any subsequent transactions that are related to it.

**30. DISCLOSURE OF CLIENT'S PARTICULARS**

Notwithstanding Clause 29, the disclosure of any of Client's particulars is strictly for the purpose for which these particulars were to be disclosed at the time of subscription to the Apex online trading platform; or for a purpose directly related to the subscription to the Apex online trading platform; or to any third party service providers whom the Company contracts with to enable the Company to provide such services related to the same purpose.

**31. ACCESS TO CLIENT'S PARTICULARS**

31.1 The Company agrees that the Client may access the Client's personal particulars in the Company's custody by providing written request together with reason(s) in making such request to the customer service representative department of the Group, the details of which are set out in the Group's Policy Statement. The Client shall be able to correct his/her particulars should his/her particulars be inaccurate, incomplete, misleading or not up-to-date.

31.2 Notwithstanding Clause 31.1, the Company may refuse Client's request to access to his/her personal particulars should the request, amongst others, is not supplemented with sufficient information that show the identity of Client; insufficient information supplied to locate Client's particulars; the expense of providing particulars is disproportionate to the risks to Client's privacy in relation to Client's particulars in the case in question; complying with the access request will inevitably disclose particulars that relate to another individual who can be identified; the provision of access would constitute a violation of any court order or disclose confidential commercial information.

31.3 Furthermore, notwithstanding Clause 31.1, the Company may refuse to comply with the Client's request for correction if the Company is not supplied with enough information either as to Client's identity or to ascertain the particulars to which the correction request is related.

**Letter of Pledged Securities  
(For Securitized Trading Accounts – STA)**

**Letter of Pledged by Applicant named in the Account Opening form (hereinafter referred to as ("the Client")), who wish to authorise the depositing of their securities into a designated pledged securities account with Apex Nominees (Tempatan/ Asing) Sdn Bhd ("AN T/A") for securities trading purposes.**

To: Apex Securities Berhad ("ASB")

Dear Sirs,

**1. DEPOSIT OF SECURITIES**

In consideration of you allowing and/ or continuing to allow me/ us to trade in securities with you subject to inter alia the terms and conditions as stipulated in your account opening documentation executed and accepted by me/ us.

I/ We hereby deposit and pledge to you securities free from all liens, encumbrances, charges, equities or any other third party's rights consisting of but not limited to all stocks shares bonds debentures certificates of deposit and documents and all interests, dividends, rights and benefits therein and attaching thereto or arising therefrom which are acceptable to you and which now are or shall at any time hereafter be in the possession of and/ or held in your name or to your order or deposited with and/ or transferred to you or your nominees by me/ us or by others in my/ our name or for my/ our account or at my/ our request or with my/ our consent, by electronic means and/ or held in your account or your nominee's account or sub-account with any depository agent or any other institution or clearing system created by the relevant exchange in accordance with its constitution, bye-laws, rules and regulations, whether for safe custody, security or for any specific purpose or generally and which may now and from time to time hereafter be described in the Schedule hereto ("the Securities") as security for the performance of my/ our obligations in respect of the Account maintained with you including the payment on demand to you of all sums of money which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to you by me/ us together with all interest accrued thereunder, commission, fees (including CDS charges) and other deposits due and payable in respect thereof or thereunder, and all legal expenses costs (on a full indemnity basis) incurred in relation to the Account or the enforcement thereof inclusive of all interest accrued thereon (as well after as before any demand or judgment) (hereinafter collectively referred to as "the Indebtedness").

In amplification of the aforesaid, I/ we hereby authorise that all the securities shall be deposited in a designated pledged securities account ("the Pledged Account") with AN T/A and I/ we am fully aware that all losses and/ or gains in the Account are solely my/ our responsibility and I/ we shall at all time not hold you and AN T/A responsible for disclosure of my/ our interest in the Pledged Account to any authorised person.

Furtherance to the aforesaid, I/ we hereby expressly undertake to accept all responsibility and liability howsoever arising from the Account and further to indemnify you and AN T/A against any losses, claims, liabilities, actions, fines, penalties, cost etc that you and/ or AN T/A may suffer and/ or incur in respect the both, the Account and the Pledged Account.

Notwithstanding the above, AN T/A shall in no way obliged to inform/ advise me/ us about entitlements (bonus, rights etc) meetings and/ or make any application and subscription of entitlements and/ or attend any meetings on by behalf and/ or be responsible for non-receipt of all and/ or entitlements arising from any interest in all securities held for my/ our benefit in the Pledge Account.

**2. RIGHTS**

You may from time to time and at your absolute discretion:

- (i) Require me/ us to deposit additional securities in which case I/ we shall furnish to you such additional securities immediately or within such period stipulated by you in;



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**Letter of Pledged Securities – Cont'd**  
**(For Securitized Trading Accounts – STA)**

- (ii) Impose restrictions and conditions on the Account including suspending any transactions in the Account;
- (iii) Reject all or any of the Securities deposited with you;
- (iv) Fix a value and/ or a ceiling price for the Securities and such value, as determined or fixed by you, for all intents and purposes shall be conclusive and binding on me/ us;
- (v) Exercise your discretion (that shall be binding on me/ us) not to apply any and/ or all monies and/ or proceeds from me/ us towards reducing my/ our Indebtedness; and
- (vi) Release any of the Securities from the deposit thereof created hereunder upon such terms and conditions (if any) as you at your absolute discretion deem appropriate.

**3. AUTHORITY TO SELL SECURITIES**

If the Indebtedness hereby secured shall not be duly paid to you on the due date or on demand by you for any of my/ our accounts maintained with you (as the case may be) you may forthwith without notice to me/ us and without my/ our consent sell assign transfer or otherwise dispose of the Securities or any of them at such price and upon such conditions and to such persons without being responsible for any loss/ diminution in value as you in your absolute discretion may think fit and may apply the net proceeds of such sale in or towards the costs incurred therein and of the Indebtedness in such manner as you deem fit and the residue (if any) shall be paid to the other of the person(s) legally entitled thereto.

In the event that the net proceeds of such sale actually received by you shall be insufficient to cover the whole of the Indebtedness I/ we undertake to pay to you immediately on demand any balance which may then be due.

**4. CONTINUING SECURITY**

That you have no obligation whatsoever to return the Securities and the Indebtedness shall not in any way be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole of the Indebtedness or any part of thereof but shall constitute and be a continuing security to you notwithstanding any settlement of account or other matter or thing whatsoever.

This Letter of Pledge shall be in addition to and is not to prejudice or be prejudiced by any other security whether by way of mortgage deposit lien or otherwise which you may now or at any time hereafter have or hold for the Indebtedness or any part thereof.

This pledge of securities hereby created is expressly intended to be and shall be a continuing security for all monies and liabilities (whether absolute contingent or otherwise and whether principal interest or otherwise) whatsoever now or hereafter and from time to time outstanding or owing or payable or as maybe or become payable by me/ us to you whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that I/ we may, any time or times, cease to be indebted to you for any period or periods and notwithstanding any settlement of any account or accounts otherwise.

**5. RATIFICATION**

I/ We agree and undertake at all times to ratify and confirm all whatsoever security, agreements, documents acts and things and transactions entered into by you at your instance in the exercise or purported exercise of your power given hereunder.

**6. RECONSTRUCTION**

This security and the provisions hereof shall remain in effect and binding for all purposes notwithstanding any amalgamation or merger that may be effected by you with any other company and notwithstanding any reconstruction by you involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale or transfer of all or any part of its undertaking and assets to another company and that the benefit under this Letter and all rights conferred on in the same manner to all intents and purposes as if such company had been named herein instead of or in addition to you.

This security and the provisions hereof shall remain in effect and binding for all purposes notwithstanding any change whatsoever in my/ our name style constitution or composition and it is expressly declared that no change of any sort whatever in relation to or affecting me/ us shall in any way effect the security liabilities and or obligations created by the provisions hereof in relation to any transaction whatsoever whether past present or future.

**7. CERTIFICATE CONCLUSIVE**

A certificate signed by a Director/ Manager or any other Officer of yours as to the Indebtedness shall, save for manifest error, be final, conclusive and binding on me/ us.

**8. NOTICES**

Any notice or demand by you shall be in writing signed by your officers or a firm of lawyers acting on your behalf and a demand or notice sent or transmitted to my/ our last known address shall be deemed to have been received by me/ us:

- (i) On the date of receipt, if delivered personally;
- (ii) On the lapse of three (3) days after the date of posting, if transmitted by mail;
- (iii) On the date of transmission, if transmitted by facsimile, and, in the case where notice is given by any two or more of the methods stated above, the date of notice shall be deemed to be the date on which any one of the events stated above first occurs.



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**Letter of Pledged Securities – Cont'd**  
**(For Securitized Trading Accounts – STA)**

All statements, contract notes, cheques and all other correspondences be forwarded to my/ our mailing address as stated by me/ us in the Account Opening Form of the Apex Securities Berhad unless otherwise notified by me/ us in writing.

**9. INDEMNITY**

I/ We agree that you shall not in any circumstance be held responsible for any detention loss damage deterioration or diminution in the value of the Securities howsoever arising or for the correctness validity sufficiency or genuineness of any of the documents relative thereto from time to time deposited with you as aforesaid or for any delay or omission which may occur including the rights to entitlements arising from the Securities or for any exercise or non-exercise of any of the authorities or for any reason whatsoever be liable to account to me/ us for anything except your own actual receipts.

**10. WAIVER**

Any waiver by you of any actions or breach of any of the undertakings covenants terms and/ or conditions herein or other relaxation or indulgence granted at any time by you to me/ us or any other person shall be without any express reservation to that effect by you shall be deemed to be without prejudice to and shall not effect the exercise at any time thereafter by you of all or any of its rights and remedies hereunder as though such waiver had not been made or relaxation or indulgence granted.

I/We have read and understand the above-mentioned and agree to abide by the same.

**Authorization to Set Off, Lien Over Securities and Indemnity**  
**(For Collateralised Trading Account – CTA)**

**IN CONSIDERATION of Apex Securities Berhad (“ASB”);**

- (A) agreeing, granting or making available or continuing to grant or make available to me/us a trading facility in the form of trading limits in my/our trading account at my/our request and for my/our benefit, such trading limits determined at your absolute discretion and in no way creating a contractual obligation on your part to me/us; and**
- (B) from time to time placing out for and on behalf of me/us the amount in my/our Collateralised Trading Account (“CTA”) and any other account(s), including foreign currencies or securities traded on other exchanges, that are maintained with ASB (“the Credit Balance”), in any money instruments with a licensed financial institution of your choice to earn interest rate as you may obtain from such licensed institution from time to time.**

I/We hereby undertake and covenant with you and for the benefit of your successors-in-title and assigns and persons deriving title under you as follows:

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

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





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**Authorization to Set Off, Lien Over Securities and Indemnity – Cont'd**  
**(For Collateralised Trading Account – CTA)**

7. I/We agree that you shall have the right to object to a withdrawal of the whole or any part of the Securities. Notwithstanding the aforesaid, you agree that I/we shall be entitled to sell the Securities at any time provided always that the proceeds thereof shall be subject to the lien created by this Letter and you shall be entitled to retain the same EXCEPT we both agree that I am/we are entitled to collect the proceeds thereof upon you being satisfied that the aggregate net value of the remaining Securities, taken at the price and valuation applicable to Securities held as security, is maintained at all times at a sum equal to the moneys and liabilities from time to time hereby secured including any contingent liabilities, I/we agree that I/we shall if required by you, deposit further Securities, should the value of the Securities fall short of the moneys and liabilities hereby secured.
8. Credit into this trading account for Sales Proceeds / Contra Gains
  - a) To credit into the trading account in the following manner:
    - (i) In accordance with the FDSS, all proceeds of sales; and
    - (ii) After 3 trading days for contra gains.
9. I/We hereby agree to be bound by all the terms and conditions of this letter which shall take effect on the date hereof and that this Authorization shall not derogate any of my obligations to you and shall be in addition to any other security held by you.
10. Indemnity:

I/We undertake to fully and effectively indemnify you and keep you and your related companies indemnified and hold harmless from and against and in respect of all liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by you and/or its related companies directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the above facilities and/or services to me/us, the use of the Online Trading facilities or the breach of these terms and conditions on my/our part or my/our Authorised Persons, or any third party rights, including but not limited to any infringement of intellectual property rights and I/we shall pay and reimburse the same to you on demand at any time or from time to time.

I/We have read and understand the above-mentioned and agree to abide by the same.

**Delivery of Electronic Contract Notes / Statements**

**Declaration**

I/We agree and give consent that all the particulars disclosed to Apex Securities Berhad ("the Company") is to be processed by the Company solely for my/our request for the issuance and delivery of electronic contract notes/statements. The disclosure of my/our personal data is strictly for the purpose of the aforesaid, or for a purpose directly related to the aforesaid, or to a third party whom the Company contract with to enable the Company to provide such services related to the same purpose.

In consideration of the Company agreeing to my request for the issuance and delivery of electronic contract notes/ statements, I/ We hereby accept and assume the risks associated with electronic or online devices, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the Company's control or anticipation and/ or inherent risks in receiving electronic contract notes/ statements. I/ We understand the risk involved in communication over the internet and I/ we shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein. In the event of systems failure, I/ We shall deemed the contract notes/ statement to have been served via post.

I/ We also agree this instruction shall be effective until revoked by me/ us by giving to the Company five (5) business days prior written notice. I/ We also understand that the Company may cancel this service without providing any reason and/ or prior notice to me/ us.

I/ We acknowledge that any contract notes/ statements sent to me/ us, whether by e-mail or by post, if sent to my/ our address as given to the Company in writing shall be deemed to be duly served two (2) business days after it is posted and/ or if sent by e-mail, on the day such communication was made.

I/ We shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection with the Company acceding to my/ our request. I/ We further agree to indemnify the Company and hold the Company harmless from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which the Company may sustain, incur and be liable to in consequences of or attributable to or arising from the request.

**Declaration on Foreign Currency Securities Trading Facilities**

1. I/We wish to trade in Foreign Currency Securities using the Trading Account(s) ("Client's Account(s)") opened with Apex Securities Berhad ("the Company").
2. In consideration of the Company approving my/our request to trade in Foreign Currency Securities, I/We hereby declare that I/we Understand, undertake and agree at all times to abide by the following terms and conditions:
  - (i) All transaction for the accounts shall be made in accordance and be subject to the applicable constitution, by-laws, rules, regulations, directives, rulings and interpretations ("Rules") of the relevant exchanges on which the Foreign Currency Securities are listed and its clearing organization on which such transactions are executed including without limitation to the rules, regulations and directives of the Foreign Stock Exchanges and Central Depositories and agreement executed between the Company and local and/or foreign Brokers, custodians or agents prevailing and amended from time to time.
  - (ii) That I/we consent to the disclosure by the company of information relating to the Client's Account(s) to the regulatory authorities at anytime and from time to time inclusive local and/or foreign authorities as a result of my/our dealing in securities that are listed and quoted on selected foreign currency stock exchanges.
  - (iii) I/We undertake to pay the Company all charges that may be imposed by the Company or other charges imposed by any Exchange or clearing organization; any taxes imposed by any competent authority on transaction effected for me/us; any forex exchange gain/ loss and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of the Company.
  - (iv) I/We shall indemnify the Company from and against all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by the Company directly arising from or in connection with the use of the Client's Account(s) for trading in Foreign Currency Securities.
  - (v) I/We understand and agree that, the Company may vary client trading limits to trade in Foreign Currency Securities based on computation limit determined by the Company and subject always to the investment limit imposed by under the Foreign Exchange Administration Rules of Bank Negara Malaysia (BNM FEA); the Company has the final decision in the option to receive or make payment from/to me/us either in non-RM only or RM and non-RM.



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**Declaration on Foreign Currency Securities Trading Facilities – Cont'd**

- I/we hereby undertake to abide with and be bound by the Rules and BNM FEA inter-alia submission of the required declaration to BNM whenever I/We have exceeded the threshold of RM 1.0 million equivalent for an individual or RM 50.0 million for a corporate, in the form of foreign currency denominated assets, subject to any amendments from time to time with regards to any transaction or payments to or from the Client's Account(s). In the event there are changes to the circumstances and/or details contained in this declaration and undertaking, I/We undertake to update the Company of the changes immediately, failing which the Company may proceed to take any actions that the Company deems fit without further reference to me/us.
- I/We hereby declare that the information given to the Company is true and correct.

**Declaration on Foreign Account Tax Compliance Act (FATCA)**

**FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA), WHICH IS A UNITED STATES OF AMERICA ("US") LEGISLATION AIMING TO PREVENT US TAXPAYERS FROM AVOIDING TAX BY INVESTING THROUGH NON-US FINANCIAL INSTITUTIONS AND OFFSHORE INVESTMENT VEHICLES AND CONCEALING THEIR ASSETS FROM US INTERNAL SERVICE (IRS), WILL BE EFFECTIVE FROM 1 JULY, 2014. FATCA REQUIRES APEX SECURITIES BERHAD ("ASB") AS A FINANCIAL INSTITUTION TO IDENTIFY ACCOUNTS HELD DIRECTLY OR INDIRECTLY BY US PERSONS AND TO REPORT RELEVANT ACCOUNT INFORMATION TO THE IRS.**

**IN ORDER TO ASCERTAIN A CUSTOMER'S US OR NON-US TAX STATUS, ASB IS REQUIRED TO COLLECT ADDITIONAL INFORMATION OR DOCUMENTATION FROM CUSTOMERS. IF CUSTOMERS FAIL TO PROVIDE US WITH THE REQUESTED INFORMATION AND DOCUMENTATION, ASB IS REQUIRED TO REPORT TO THE IRS THE ACCOUNT INFORMATION AND/OR WITHHOLD 30% OF ANY US SOURCE WITHHOLDABLE PAYMENTS OR GROSS PROCEEDS.**

In compliance with the regulatory requirements in relation to FATCA (ASB FATCA No.: BUI5PJ.99999.SL.458) and other related regulations, ASB has implemented the following terms and conditions to govern the relevant rights and obligations between clients and ASB.

- The client authorises ASB to disclose and submit such information, including without limitation to personal information, to the competent regulatory or governmental authorities in the relevant jurisdiction (including without limitation to US Internal Revenue Service and US Department of the Treasury) for the purpose of compliance with the requirements under FATCA and other related laws, regulations, codes and rules.
- The client acknowledges that ASB may not notify the client of such disclosure and submission as required by the applicable laws or regulations, and agrees that it will not require ASB to make such notification to the client before and after the disclosure or submission of the information to the relevant authorities.
- The client undertakes to promptly provide ASB such personal information for the purpose of the compliance with the requirements under FATCA and other related laws, regulations, codes and rules.
- The client shall ensure any document, instruction and/or information provided is accurate, true and complete without misleading in all material aspects.
- The client acknowledges and agrees that failing to provide ASB information as required will entitle ASB to change the FATCA status of the client's account, withhold the assets in the client's account, close the client's account, or sell the assets in the account to produce withholdable payments, or terminate at ASB's sole and absolute discretion, the entire business relationship or part of such relationship as ASB may deem appropriate.
- The client authorises ASB to withhold any part of or all assets in the client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at ASB sole and absolute discretion:-
  - The client do not provide ASB with the information and documents requested in timely manner or if any information or documents provided are not up-to-date, accurate or complete such that ASB is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;
  - The FATCA status of the client is identified as recalcitrant or non-participating foreign financial institutions;
  - There is no reliable evidence to treat the client as exempted from withholding requirement under FATCA or other relevant regulations.
- The above terms and condition shall deemed to be incorporated as part of the Terms and Conditions in the Opening Account Application and subject to amendments made by ASB from time to time at ASB's sole and absolute discretion. In the case of conflict or inconsistency between Terms and Conditions of opening Account Application, this Term and Conditions shall prevail.

**CRS Self-Certification (Client with Tax Residency Outside of Malaysia)**

**UNDER THE COMMON REPORTING STANDARD ("CRS"), IT'S REQUIRED BY THE INLAND REVENUE BOARD MALAYSIA (LHDN) FOR ACCOUNT HOLDERS TO PROVIDE INFORMATION ON HIS/ HER TAX RESIDENCY IF CLIENT(S) IS/ARE TAX RESIDENT OUTSIDE THE MALAYSIA OR ARE SUBJECT TO TAX IN COUNTRIES BESIDES MALAYSIA.**

**Declaration**

I/We understand that the information supplied by me/us is covered by the full provision of the terms and conditions governing the Account Holder's relationship with Apex Securities Berhad (hereinafter referred to as "ASB") setting out how ASB may use and share the information supplied by me/us.

I/We acknowledge that the information contained in the CRS Self-Certification and information regarding the Account Holder and any Reportable Account(s) may be provided or reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial accounts information.

I/We certify that I am/ we are the Account Holder(s) or am / are authorised to sign for the Account Holder(s) of all the account(s) to which this CRS Self-Certification relates.

I/We declare that all statements made in this declaration are to the best of my/our knowledge and belief correct and complete.

I/We undertake to advise ASB within 30 days of any change in circumstances which affects the tax residency status of the Account Holder(s) identified in this CRS Self-Certification or causes the information contained in the CRS Self-Certification to become incorrect or incomplete, and to provide ASB with a suitably updated CRS Self-Certification and Declaration within 90 days of such change in circumstances.



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**Form of Disclosure by Client**

**Declaration**

\*I am at least eighteen (18) years old and am neither insolvent nor an undischarged bankrupt (\*For individual only).

I/ We<sup>1</sup> hereby declare that the information given in the Securities Trading Account Opening Application Form ("this application") is true and correct and I/ we have not withheld any material facts or information from Apex Securities Berhad ("the Company"). I/ we further authorise the Company to verify the information given from any source and in such manner as the Company shall deem fit. I/ we further understand that the Company has absolute discretion in accepting or rejecting this application without giving any reason whatsoever.

I/ We declare and agree that this application is subject to the Company's approval and the Company is absolutely entitled at the Company's sole discretion to reject the application or impose such conditions and/ or restrictions as the Company may deem fit without giving any reasons thereto. I/We hereby acknowledge and agree that the Company has the rights to retain my/our<sup>1</sup> trust monies in foreign currency or to convert into Ringgit Malaysia or any other foreign currency at an exchange rate as determined by the Company's designated bank's exchange rate without giving any notice to me/us<sup>1</sup>.

I/We hereby undertake to fully and effectively indemnify the Company and keep the Company and its related companies indemnified and hold harmless from and against and in respect of all liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against, incurred or sustained by the Company and/or its related companies directly or indirectly from or by reason(s) of, in relation to or arising from or in connection with the provision of the foreign securities online trading facility to me/us.

I/We consent to the disclosure by Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to the Company, and to such agents, service providers and sub-contractors of the Company as informed by the Company to Bursa Depository, of information or documents relating to my/our affairs and in particular, relating to my/our securities account. This consent shall be valid until revoked by me/us. I/We release Bursa Depository from any loss or liability arising from or in connection with this authorization except for loss or liability I/we may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.

I/ We hereby expressly agree and authorise the Company to release/ access information pertaining to my/ our account (and/ or any with other depository that maybe thereafter established) to the Dealer's Representative servicing this account. Such authorization shall remain in force until revoked in writing by me/ us and the said revocation is received and acknowledged by the Company.

**Notes :**

<sup>1</sup> The word "We", "us", and "our" under this Section refers to Company (the Corporate Client).

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