

AFFIN HWANG INVESTMENT BANK BERHAD

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Dated 22 September 2014

GENERAL TERMS AND CONDITIONS OF TRADING

1. The Client agrees to abide by the Rules and Regulations of Bursa Securities and other relevant regulatory bodies, including its subsidiaries, and as may be amended/revised from time to time governing the purchase and sale of securities quoted on Bursa Securities or other recognised stock exchanges.
2. The Client further agrees to provide additional information or documentary proof as and when required by the Bank and authorise the Bank to obtain any other information from any sources as the Bank may in its sole discretion deem appropriate.
3. The Client acknowledges that information or representation conveyed by the Bank's Dealer's Representatives is not to be construed as recommendations, advice, suggestion or solicitation for purchase or sale of securities by the Bank, and that the Bank accepts no liability whatsoever for any loss or damage arising from or in connection with the said information or representation by the Bank's Dealer's Representatives.
4. The Client acknowledges that the Bank's Dealer's Representatives are not authorised to accept any liability on the Bank's behalf, nor to waive or vary any of the terms and conditions stated herein.
5. The Client undertakes to make prompt payment for delivery of securities purchased by the Bank on the Client's behalf on or before the due date. Payment shall include brokerage fees, stamp duties, and all other relevant charges in respect of the transaction(s).
6. The Client undertakes to abide by Section 98 of the Capital Markets and Services Act 2007 that at all times prior to the execution of sell orders, the Client is in the position to exercise and have unconditional right to vest the securities to a purchaser of the securities. The Client shall be responsible and shall undertake to deliver the full quantity of the securities of all the sell orders made, on or before the due date of delivery and settlement. For sell order, the Client shall also disclose to the Dealer's Representative the availability of sufficient securities as tradeable balance for the purpose of delivery in respect of that particular transaction.
7. The Client undertakes to promptly deliver to the Bank securities and all other relevant documents relating to the securities sold by the Bank on the Client's behalf.
8. The Client acknowledges that there are inherent risks of losses in the event the Bank executes any purchase or sale of securities under the Client's authority herein or the Client's instructions from time to time and that such losses shall be borne solely by the Client.
9. The Client authorises the Bank in its absolute discretion to carry out such "selling-out" or "buying-in" of stocks, shares or securities to clear the account's outstanding position and undertakes to indemnify the Bank against all losses and expenses incurred resulting from or in connection with any "buying-in" or "selling-out" executed on the Client's behalf in the event the Client fails to comply with any of the Client's obligations (including but not limited to the Client's payment obligations).
10. The Client undertakes to pay to the Bank, as and when due, or upon demand, all monies owing from the Client to the Bank in connection with the Account or in any other way associated with or relating to the Account. The Client undertakes to promptly pay interest on all amounts outstanding on the Account at the rate as may be determined by the Bank in its absolute discretion from time to time (both before and after judgment), as well as solicitors' fees (on a full indemnity basis) and other expenses incurred by the Bank in recovering any amount outstanding from the Client or in connection with the Bank enforcing any of its rights under this agreement.
11. The Bank is authorised to conduct all such enquiries on the Client for the purpose of ascertaining the Client's financial standing and creditworthiness. If required by relevant authorities, the Bank is also authorised to disclose all information pertaining to the Client.
12. The Bank is authorised at its discretion to deal with and/or withhold outward transfer of all securities purchased by the Client or on the Client's behalf held by the Bank whether in the Bank's custody or in the Client's CDS Account with the Bank, and use the proceeds of sale towards satisfaction of all payments due and/or owing by the Client to the Bank.
13. The Bank is authorised to set-off against any amount due to the Client or transfer any credit balances or cash deposits in any of the Client's accounts and/or Client's trust account to reduce or settle any liability due and/or owing by the Client to the Bank.
14. If any such fees, costs and expenses shall remain unpaid by the Client, the Bank shall have a first and paramount lien over the securities, with full power of sale, without prejudice to the Bank's other rights arising by operation of law.

15. The Bank may, and the Client authorizes the Bank to, record and archive all telephone and/or electronic communications with the Client in order to verify instructions given by the Client and that such records or archives shall be conclusive evidence of any instructions given by the Client, for all intents and purposes.
16. The Client shall fully indemnify the Bank at all times (notwithstanding the termination of this agreement and/or the closure of the Account) against any claims, liabilities, damages, fees, costs and expenses which may be incurred by the Bank and against all proceedings which may be brought by or against the Bank, in relation to or in connection with:
 - 16.1 the opening and maintenance maintenance of the Account;
 - 16.2 the Bank acting on any of the Client's instructions;
 - 16.3 any wrongful, unauthorised or negligent acts or omissions by the Client;
 - 16.4 the enforcement of the Bank's rights and/or remedies herein contained including without limitation, any legal fees (on a full indemnity basis); and
 - 16.5 the Bank having incurred obligations as against any third party whilst maintaining the Account.
17. The Bank reserves the right to amend or cancel and issue new contract notes, statements and/or any other documents at any time if it discovers that the said documents are erroneous.
18. Subject to Clause 17 above, all contract notes, statements and/or other documents issued by the Bank shall be deemed final, conclusive and binding, save for manifest error(s).
19. The Client shall forthwith notify the Bank in writing of changes to any of the Client's addresses or other information including without limitation to the Client's mailing address and electronic mail addresses. Should the Client fail to notify the Bank or the Bank fail to receive the Client's notification, any notice, communication, contract notes, contra statements, statements of accounts and/or other documents ("the said documents") sent out by the Bank by ordinary post to the Client's last known address shall be deemed to have been received by the Client on the second business day following posting. Any omission or inaccuracy in the said documents shall be made known to the Bank within 24 hours thereafter.
20. Issuance and Delivery of Documents by way of Electronic Means
 - 20.1 The Client hereby consents and authorises the Bank and its authorized officer to issue and deliver documents and any other notices by way of electronic means or online devices to the Client from time to time through email when the service is made available. The Client hereby confirms that this consent shall be valid for an indefinite period until revoked by the Client in writing or via electronic means and received and acknowledged by the Bank. The Client acknowledges that the Bank may cancel the email delivery service without providing any reasons and/ or prior notices to the Client.
 - 20.2 The Client hereby acknowledges, accepts and assumes the risks associated with the transfer of documents/ information by way of electronic means or online devices and/ or delivery, including but not limited to 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 Bank's control or anticipation and/ or inherent risks in receiving such documents by way of electronic means or online devices. The Client shall not dispute or challenge the validity, enforceability or admissibility of any documents issued and delivered by way of electronic means.
 - 20.3 In the event of systems failure, the Client hereby consents to receive documents via post, fax or such other means as the Bank deems fit and appropriate.
 - 20.4 The Client acknowledges that any documents sent to the Client's email address provided to the Bank herein by way of electronic means shall be deemed to be duly served on the Client on the day such communication by email was made.
 - 20.5 The Client shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with the Bank acting in accordance with the Client's authorisation. The Client further agrees to indemnify the Bank against all actions, claims, demands, damages, costs, charges and expenses which the Bank may sustain, incur and be liable for as a result of or in consequence of or in connection with the Bank acting in accordance with this authorisation.
21. The Client agrees that this Account together with the Client's other trading accounts (subject to such maximum number of trading accounts that the Bank in its absolute discretion may from time to time allow) with different Dealer's Representatives in the Bank may be linked to the Client's one CDS Account.
22. The Client undertakes to inform the Bank of any material facts that may adversely affect the Client's financial position and/or the Client's creditworthiness from time to time. The Client hereby declares that the Client has the financial means to settle all the Client's purchase contracts and any outstanding amounts or debts due from the Client to the Bank or its related companies.

23. The Client agrees that any trading via a trading account utilising share margin financing facility granted by the Bank or by a 3rd party shall be subject to such additional terms and conditions as may be contained in the respective facility agreement or terms and conditions, letter of offer(s) and/or any revisions thereof. The Client further agrees that the Client shall also be subject to any additional terms governing the Client's usage of other products of the Bank such as Retail Trust Account, Securitised Trading Account, Collateralized Trading Account, Cash Management Account, Regulated Short Selling, Online Trading or such other products which the Bank may introduce from time to time.
24. The Client agrees that although the Client's one CDS account may be linked to the Client's various trading accounts with the Bank, should the Client decide to contra the Client's trades, the Client shall only conduct the Client's sale transaction through the same Dealer's Representative from whom the Client purchased the securities in question. In the event the Client fails to abide by the aforesaid rule, the Bank is authorised to net-off the Client's sale transaction through the 2nd Dealer's Representative against the Client's purchase transaction through the 1st Dealer's Representative. In such circumstances, the Client further agrees that the Bank is at liberty to impose a service charge at a rate to be fixed by the Bank which may be varied from time to time (with or without notice to the Client). The Client agrees and authorises the Bank to deduct the aforesaid service charge from the sale proceeds. Any shortfall between the purchase price and sale proceeds shall be a debt due from the Client and without demand, be forthwith payable to the Bank.
25. The Client may remit to and deposit with the Bank a sum of money including such sum which may hereafter come into the Bank's possession (hereinafter collectively referred to as "the Advance Payment Sum") for the Bank to hold and to utilise for payment of all such amount that may be due from the Client from time to time under the trading account(s) that the Client has opened and may open from time to time with the Bank for trading purposes (including but without limitation to payment for all purchase contracts on due dates and all commissions, charges and expenses arising thereto) either at the Client's or Client's Dealer's Representative's request and/or in the absolute discretion of the Bank, with or without any notice to the Client. The Bank shall place the Advance Payment Sum in trust account(s) with financial institution(s) of its choice and upon such terms and manner deems fit by the Bank. The Bank shall be entitled to co-mingle the Advance Payment Sum with other sums that the Bank may hold for other clients in such trust account(s). The Client further agrees that the Bank may at its sole and absolute discretion pay interest to the Client after deducting any administrative and handling charges without any obligation to account the interest to the Client. Interest is computed on the Clients' trust balance subject to the Client maintains a minimum balance of RM5,000.
26. In the event that there should be any outstanding sum of whatsoever nature (including but without limitation to payment for purchase contracts, trading losses, brokerage, interest, costs, expenses, legal fees on a solicitor-clients basis) due and payable under any of the trading account(s) that is/will be maintained by the Client with the Bank, the Client hereby irrevocably agrees and authorises:
- 26.1 the Client's Dealer's Representative and/or the assistant of the Dealer's Representative and/or such other person relieving the Dealer's Representative during the Dealer's Representative's absence; and/or
- 26.2 the Bank
- without giving further notice to the Client to withdraw or off-set the entire or any part of the Advance Payment Sum at any time the Bank deems fit towards settlement of such outstanding sum that may be due from the Client to the Bank from time to time under such trading account(s). The Bank reserves its discretions to prioritise the settlement sequence should there be more than one type or item of the outstanding sums.
27. The Client further hereby irrevocably authorises the Bank to hold all sales proceeds due to the Client under the trading account from time to time as part of the Advance Payment Sum and to utilise the advance payment as per Clauses 25 and 26 above.
28. The Client's Dealer's Representative shall be permitted to withdraw all or part of the Advance Payment Sum by giving the Bank not less than two (2) trading days' notice subject always to there being no outstanding sum due or to be due to the Bank under any of the trading account(s) that is/will be maintained by the Client with the Bank and subject further to there being no open positions in these trading account(s). Payment from the Bank for such withdrawal shall be made in the form of a crossed cheque in the Client's favour or other form of payment method in the Client's favour.
29. The Client agrees that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Bank's authorised staff showing the Client's indebtedness to the Bank shall be binding and conclusive evidence in any legal proceedings against the Client.
30. The Client is aware that the Bank is part of the Affin Holdings Berhad's group of companies ("Affin Group") which is engaged in securities trading, futures trading, fund management, financing and research activities as well as providing investment banking, investment and financial advisory services. In the ordinary course of its business activities, the Bank or any member of the Affin Group may at any time hold positions, trade or otherwise effect transactions for its own account or the accounts of other customers, in debt or equity securities that may be opposite to the trading position taken by the Client. The Bank or any member of the Affin Group may also have given loans to any issuer of the securities traded or will be traded by the Client.

31. The Client agrees that any notice given may take any form including but without limitation to any electronically produced unsigned notice printed on the statement of account, contract notes, contra statements, any other documents sent by the Bank to the Client or printed on their over-leaves or a notice placed at the Bank's premises or other means deemed appropriate by the Bank and the Client further agrees that such notice shall be deemed sufficient notice to the Client under this Clause.
32. In the event of any dispute between the Client and the Bank, the records of the Bank as evidenced by any computer printout or any statement of outstanding sum certified by an authorised officer of the Bank as a true record maintained by the Bank shall, in the absence of manifest error, be accepted as conclusive and correct.
33. The Client acknowledges and agrees to abide by all terms and conditions imposed by the Bank relating to the services extended to the Client herein and/ or the Client's account and that the Bank may at any time or from time to time impose or vary such other terms and conditions in its sole and absolute discretion including but not limited to terms and conditions which may be imposed pursuant to the requirements of Foreign Account Tax Compliance Act of the United States of America ("FATCA") or other rules and regulations as may be imposed upon the Bank. Upon the imposition or amendment being posted by the Bank on the Website or being notified by mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Website or on the seventh day following posting of the notice by ordinary mail (as the case may be) notwithstanding Clause 19 above. By the Client continuing to trade or give any order(s) for trade subsequent to the effective date of notice, the Client shall be deemed to have agreed to and accepted the new or amended terms and conditions imposed by the Bank and these provisions shall be binding upon the Client from the date of notice being effected. The relevant provisions of this agreement shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this agreement at the time of execution hereof.
34. The Client acknowledges that whilst every effort shall be made by the Bank to ensure that the Client receives all entitlements due to the Client for all the securities held in custody by the Bank on the Client's behalf, the Bank shall not be held liable for any loss or damage suffered by the Client if the Bank fails to do so.
35. Indulgence given by the Bank shall not constitute a waiver of any rights of the Bank. Knowledge or acquiescence by the Bank of, or in, any breach of any of the provisions of this agreement, or the failure of, or delay by, the Bank to insist on strict compliance with any terms or conditions herein, shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge, acquiescence, failure or delay, the Bank shall remain entitled to exercise its rights and remedies under this agreement, and at law, and to require strict performance of all of the provisions of this agreement.
36. In the event that any one (or more) of the provisions herein is unenforceable for whatever reason, all other provisions herein shall remain valid and unaffected and a provision which is valid and enforceable and achieves to the greatest extent possible the objectives of such illegal, void, invalid or unenforceable provision, will be substituted in its place.
37. These General Terms and Conditions shall be applicable in respect of all other Accounts requested by the Client to be opened with the Bank. In the event of any conflict between these General Terms and Conditions and any of the supplementary terms and conditions or declaration(s) made by Client in Client's application(s) for such other Accounts with the Bank, such supplementary terms and conditions or declaration(s) shall prevail.
38. The Account may be terminated by either party by notice in writing of not less than five (5) business days and all balances in the Account shall become immediately at the expiry of such notice due and payable. Any termination hereof shall be without prejudice to the Bank's right to settle any transactions entered into, or to settle any liability incurred by the Client hereunder, prior to termination, and the Client shall remain liable for all costs and expenses incurred as a result of the Bank settling such transactions, which shall be paid to the Bank by the Client immediately upon demand. The Bank shall also be entitled at its discretion, to cancel all unexecuted instructions as at the time of termination.
39. The Account is subject to periodic review and the Bank is entitled to, at any time, suspend or terminate the Account without assigning any reasons thereto.
40. The Client agrees that neither the Bank nor any of its 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 delay, failure or alleged failure of the order management system or trading system used by the Bank or such trading system as maybe or shall be introduced by Bursa Securities and the Bank ("Trading Systems") to execute, cancel or amend such orders.
41. The Client agrees that neither the Bank nor any of its employees or agents shall be liable for any inaccuracy, error or delay in, or omission of any orders executed in the Trading Systems due either to any negligent act or omission by the Bank or any disseminating party, or to any "force majeure" events (including but not limited to flood, inclement

weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party.

42. Time wherever mentioned shall be of the essence of this agreement.
43. The Client agrees that the Client will not hold the Bank or any of the Bank's officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the Client's Dealer's Representative in carrying out his/her duties in connection with the Client's account.
44. This agreement shall be binding on the heirs, estate, representatives and/or successors in title of the Client and the Bank. The Client further undertakes that the Client shall not assign the Client's rights and liabilities under this agreement or the Account, to any third party. The Client hereby expressly consents to the Bank assigning or transferring any of its rights and obligations under this agreement or any contract hereunder to any other party.
45. The rights and obligations of the Bank shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being, and similarly the liabilities and/or obligations of the Client shall continue to be valid and binding for all purposes whatsoever notwithstanding any change in the constitution of the Client, and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Client shall in any way affect the liabilities and/or obligations of the Client in relation to any transactions whatsoever, whether past, present or future.
46. The Client irrevocably submits to the jurisdiction of the Courts of Malaysia and the terms and conditions herein shall be governed by and construed according to the laws of Malaysia.
47. In this agreement, unless there is something in the subject or context that is inconsistent with such construction or unless it is otherwise expressly provided:
 - 47.1 any reference to the "Bank" shall include its successors in title and assigns;
 - 47.2 words denoting persons include corporations and vice versa and include their respective heirs, estate, personal representatives, successors in title or permitted assigns;
 - 47.3 any reference to "securities" includes any securities or rights, monies, interests, entitlement and property whatsoever which may at any time be accrued to the Client, or for which the Client is entitled to, under any rights, bonus, distribution or other issue, or dividends, or monies received under or attributable to any such securities;
 - 47.4 any reference to a "business day" is to a day whereby the Bursa Securities is open for business;
 - 47.5 if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day, which is not a business day, then that period is deemed to expire on the previous business day;
 - 47.6 words and phrases, definitions of which are given in the Capital Markets and Services Act 2007, shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force at the date of this agreement;
 - 47.7 any reference to "pay" includes payments made in cash or by way of bank drafts or effected through inter-bank transfers to the account of the payee, giving the payee access to immediately available, freely transferable and cleared funds; and any reference to this agreement or any provisions in this agreement shall include all amendments and modifications made to this agreement from time to time.
48. Disclosure
 - 48.1 The Client hereby permits and authorises the Bank in providing services (including for purposes of marketing or selling the Group's products and services) to the Client and in compliance with relevant laws and regulations, to disclose the Client's Personal Information to the following group of third parties, whether or not situated in Malaysia or abroad:
 - (a) the Bank's duly appointed service providers including but not limited to Dealer's Representatives, debt collection agencies, direct mailers, legal advisers, auditors and/or consultants;
 - (b) the Bank's related and associated companies, affiliates and their directors and officers;
 - (c) credit reporting agencies or relevant organisations/companies providing services on credit background checks;
 - (d) other relevant banks;
 - (e) the parties listed in the Bank's Privacy Notice;

- (f) relevant banking authorities and regulators such as Bursa Securities, Securities Commission and Bank Negara Malaysia as well as their subsidiaries, affiliates or related parties whether or not for investigation purposes or otherwise;
- (g) relevant foreign authorities and regulators and their subsidiaries, affiliates or related parties whether or not for investigation purposes or otherwise;
- (h) foreign brokers through whom the Bank may place orders in respect of the Client's trading in securities quoted outside Malaysia; and
- (i) to any relevant parties to whom the Bank is required or authorised by any law or order of court.

48.2 The Client hereby expressly consents to the Bank disclosing the Client's personal information (including releasing documents relating to the Client's trading account(s) and any other accounts that the Client may maintain with the Bank from time to time in future) in accordance to Clause 48.1 above and that the Client further agrees that the consent given herein shall subsist despite the subsequent closure of the Client's trading account(s) with the Bank.

48.3 To such extent as possible and subject always to relevant laws and regulations, the Bank will ensure that the receiving parties identified in Clause 48.1 are subject to similar personal data protection measures. Notwithstanding the aforementioned, the Bank will not be liable to the Client or any other third party for wrongful disclosure of Client's Personal Information to any other persons.

48.4 The Client hereby agrees to indemnify and holds harmless the Bank, its directors, agents, Dealer's Representative or any relevant person acting on the Bank's instructions in relation to any alleged or actual loss, claim, damages, and/or demands arising out of or in relation to the disclosure of Client's Personal Information pursuant to this Clause 48.

48.5 The Client hereby authorises the Bank to disclose any and all information pertaining to the Client and/ or the Client's account as may be required or imposed upon the Bank from time to time pursuant to the FATCA or such other rules or regulations as may be imposed upon the Bank.

49. Personal Data Protection Act 2010 ("PDPA") Clause Relating to Third Parties' Information

49.1 In the event that the Client provides the Bank with the personal and financial information relating to any third parties, for the purposes of opening one or more accounts, obtaining facilities with the Bank and/or operating the said accounts/facilities, the Client hereby confirms and warrants that the Client has obtained the necessary consent from the said third parties and/or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this agreement, and the Client hereby undertakes to procure the necessary consent from the said third parties and to provide a copy of the Bank's Privacy Notice (which is available at www.affinhwang.com) to the said third parties for the Bank to provide the said third parties with information on the Bank's products, services and/or offers which may be of interest and/or financial benefit to them. Where such information is provided to the Bank, the Client agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said third parties.

49.2 The Client hereby agrees to notify such third parties in writing of the personal data notice available at Bursa Malaysia's website at www.bursamalaysia.com.

50. Bursa Depository – Straight Through Processing

The Client has read and clearly understood the terms in relation to Bursa Depository – Straight Through Processing and hereby consents for the disclosure by Bursa Depository to the Bank, and to such agents, service providers and sub-contractors of the Bank as informed by the Bank to Bursa Depository, of information or documents relating to the Client's affairs and in particular, relating to the Client's securities account. This consent shall be valid until revoked by the Client. The Client releases Bursa Depository and the Bank from any loss or liability arising from or in connection with this authorisation except for loss or liability the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository and the Bank.

TERMS AND CONDITIONS OF ONLINE TRADING

1. PROVISION OF SERVICES

- 1.1. The Client hereby requests to be given access to the Bank's online trading system ("Online Trading").
- 1.2. Online Trading shall, for purposes of this agreement, mean trading in securities using any form of communication, whether between persons, things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms whether in digital format or otherwise (including but without limitation to using the Bank's computer or telephonic services or systems, internet, private network, personal computers, mobile telephones, hand-held terminals, television, radio and pager) and includes services or information accessible through the Bank's proprietary software and/or any other form of communication.
The Client acknowledges that the provision of the access to Online Trading by the Bank to the Client and the content of the Website shall not be construed as any offer, invitation or solicitation to purchase or sell securities by the Bank.
- 1.3. Online Trading provided by the Bank consists of online electronic services, products, research materials, data and facilities for purposes of information, communication and trading of securities listed on the Bursa Securities that may be introduced from time to time. Notwithstanding this, the Bank may at any time and from time to time, vary or change any part of Online Trading without giving any notice thereof to the Client.
- 1.4. The Bank reserves the right to determine how trading via Online Trading shall be conducted. Notwithstanding the above, all trading activities shall be conducted in accordance with the provisions of the Bursa Securities Rules or any other relevant laws and regulations pertaining thereto.
- 1.5. The Bank shall be entitled, at any time and from time to time without notice and without assigning any reason thereto and without in any way being liable for any loss or damage whatsoever to the Client to:-
 - (a) amend, modify, suspend or terminate the operation of the Online Trading;
 - (b) suspend or terminate the Client's access to or use of the Online Trading and/or
 - (c) de-activate the Access Codes (as hereinafter defined).
- 1.6. The Client agrees and understands that all access fees to the website will be the sole responsibility of the Client.
- 1.7. The terms and conditions contained herein shall be construed as in addition to and not in derogation of the General Terms and Conditions of Trading.

2. TRADING ORDERS

- 2.1. The Client is responsible for safeguarding all user identification number, password (including passwords for login and trading), and personal identification number ("PIN") and/or the Account number ("Access Codes"). Any order(s) received by the Bank through the use of the Access Codes shall be deemed to have been issued by the Client, and the Bank shall have no responsibility or obligation whatsoever to inquire further as to whether the placing of such orders has been properly authorized.
- 2.2. The receipt and/or execution of an order initiated by the Client shall not be deemed acceptance by the Bank of the Client's order until and unless:-
 - (a) the full and comprehensive details of such order are received and recorded by the Bank;
 - (b) the order may be relied and acted on by the Bank without further reference to or verification from the Client; and
 - (c) the order is not subject to further review of the Bank for any reasons whatsoever.
- 2.3. Notwithstanding the above, the Bank reserves the right to limit and restrict the orders accepted from the Client at its sole discretion and for any reason whatsoever without explanation to the Client.
- 2.4. The Client understands that the system availability, response time and trade execution may be affected by changes in market conditions, system performance and other factors. The Client shall not hold the Bank responsible for any delays in the acceptance, communication and execution of orders resulting from any factors that may affect the availability of the Online Trading.
- 2.5. The Client acknowledges that not all trades will be executed concurrently with the order(s) issued by the Client. The Client further acknowledges and accepts, without liability to the Bank, its employees or agents, that there

will be times when a quoted price will change prior to the execution of the order due to market circumstances and the Bank, its employees or agents, shall not be held liable for any financial loss arising as a result thereof.

- 2.6 The Client has knowledge on the requirements and relevant laws pertaining to trading on the stock market of the Bursa Securities as well as the knowledge on the process of entering Direct Market Access (“DMA”) Order (which means the process by which orders to buy or sell contracts including any modifications and cancellations thereof are submitted for execution in the automated and computerized securities trading system established by Bursa Securities (“ATS”) by persons referred to in Chapter 8 Part B of the Rules of Bursa Securities without any intervention by a Dealer’s Representative or being entered or re-entered by a Dealer’s Representative).
- 2.7 The Client (DMA client) shall enter orders and trade in compliance with the Rules of the Bursa Securities and other applicable regulatory requirements and agrees as well as is aware that there are specific parameters defining the orders including restriction to specific instruments or size of orders, and the Bank has the right to reject orders that do not fall within the designated parameters of authorised orders or for any other reasons.
- 2.8 The Client (DMA client) agrees and is aware that the Bank has the right to change or remove an order in the order book (order book is defined as an 'electronic book' that shows the demand for the shares of the company at various prices on a real time basis) and the right to cancel any trade for any reason whatsoever or discontinue accepting orders from the Client at any time without notice.

3. CHANGE OR CANCELLATION OF ORDERS

- 3.1 The Client shall be solely responsible for ensuring the accuracy and completeness of the Client’s instructions or orders. Any instructions or orders transmitted through Online Trading shall be irrevocable.
- 3.2 The Client acknowledges that instructions or orders given by the Client on the Online Trading in respect of trading in securities may not be executed by the Bank in the order in which it was received by the Bank or at the price indicated in the price quotation service given on the Online Trading.
- 3.3 The Client shall be entitled to change or cancel any order(s) that it has successfully communicated. Notwithstanding the above, the Client acknowledges that a request to cancel or change of an order can only be done if the request is received and effected before the order is executed.

4. DEPOSIT

- 4.1 The Bank reserves the right to require the Client to place a deposit prior to the execution of any transaction through Online Trading. Notwithstanding the above, the Bank shall have the absolute discretion to fix and/or vary the amount of deposit payable by the Client and the time and manner for the placement and nature of such deposit.
- 4.2 The Bank shall not be held responsible or be liable for any failure to provide Online Trading to the Client arising out of or in connection to any failure, refusal or delay by the Client in placing such deposit as may be stipulated by the Bank.

5. LIMITATION OF THE BANK’S LIABILITY

- 5.1 The Bank does not warrant the reliability, merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding Online Trading or any other aspect of Online Trading (including without limitation any information provided through it), including but not limited to data, information, messages, or access, or the execution of any orders and/or the cancellation or change of any such order(s) and the Client further agrees that neither the Bank nor its 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 Bank to execute, cancel or amend such orders.
- 5.2 The Client agrees that neither the Bank nor its employees or agents shall be liable in any way for all or any of the following:-
 - (a) any inaccuracy, error or delay in, or omission of any such data, information or messages, or any other aspect of Online Trading or transmission or delivery of any such data, information or message;
 - (b) any loss or damage arising from or occasioned by or in connection with:-
 - i) any such inaccuracy, error or delay in, or omission;
 - ii) non-performance;
 - iii) interruption of any data information or message, or any other aspect of Online Trading, due either to any negligent act or omission by the Bank or any disseminating party, or to any “force majeure”

- events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party;
- (c) any decision made or action taken by the Client or any other persons whomsoever in reliance upon the data, information or messages disseminated and/or provided by Online Trading.

- 5.3 In addition to and not in derogation of any other terms of this agreement, the Client agrees that, in providing Online Trading, neither the Bank nor its employees or agents shall, in any event, be liable to the Client or any other parties having access to the Online Trading whether with or without the Bank'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 Online Trading or access to the Client's trading account, or any of the circumstances enumerated in this Clause.
- 5.4 The Client further agrees that neither the Bank nor its employees or agents shall be liable for any losses or damages resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephones or other interconnect problems, unauthorised access, theft, errors, weather, earthquakes, floods and strikes or other labour problems. The Client agrees that it shall not, in any way prejudice the contractual and statutory rights of the Bank to the information furnished through Online Trading.
- 5.5 The Client acknowledges that Bursa Securities, Securities Commission and Bank Negara Malaysia are the regulatory and supervisory authorities of the Bank and that they shall have the right to examine, inspect or scrutinise the Client's terminals for audit and other supervisory purposes as and when they deem fit. The Client acknowledges that it shall not hold the Bank liable for any costs, damages, losses that may arise from or in connection with such actions.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Client acknowledges that the Bank, Bursa Securities and other information providers own certain copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Online Trading and the Website, and the Client undertakes that the Client will NOT at any time question or dispute the ownership of the same. Unless otherwise stated, the Bank shall be deemed to be the author and sole owner of the intellectual property rights subsisting in the layout, design, programming code, testing documentation and other contents and information created and/or derived by the Bank in the course of or in connection with the performance of this agreement.
- 6.2 The Client undertakes that the Client will not at any time:-
- (a) abuse or permit the abuse of any intellectual property rights or adopt any trade mark, service mark, trade name, or commercial designation that includes or is similar to or may be mistaken for the whole or any part of the same used by the Bank; and
 - (b) reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of Online Trading (including any electronic materials necessary for its operation), and any other data, program or other material stored that the Client may have access to except to the extent that the Client is expressly permitted to do so by the Bank.
- 6.3 The Client acknowledges that civil and criminal penalties may be incurred in the event of any infringement of any intellectual property rights subsisting in any part of the Online Trading or otherwise in connection with the Online Trading and that any such infringement by the Client may result in incalculable damage and/or loss to the Bank, and accordingly agrees that, in addition to any other right or remedy of the Bank, the Bank shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof.

7. NOTIFICATION BY APPLICANT

- 7.1 The Client agrees that the Client shall notify the Bank immediately and in any case not later than twenty-four (24) hours from the time the Client should have become aware of the existence of any of the following:-
- (a) any loss, theft or tampering of the Client's Access Codes;
 - (b) any unauthorised use of any of the Client's Access Codes or any information obtained thereunder;
 - (c) any failed or incorrect receipt of an order initiated by the Client through the Online Trading;
 - (d) any receipt of confirmation (whether electronic, written or otherwise) of an order which the Client did not place or any receipt of inaccurate or conflicting report of information or any other errors or inaccuracies that may come to the attention of the Client, in the course of trading.

- 7.2 The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Bank on the Online Trading concerning the carrying out or execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.
- 7.3 The Bank reserves the right to determine the validity of the Client's objection to a transaction arising from, but not limited to, the above. Should the Client fail to notify the Bank in the time specified above of the occurrence of any of the above incidents, neither the Bank nor any of its information or system providers, licensors, employees or agents, shall be responsible and/or liable to the Client or any other party whose claim may arise through the Client for any claims with respect to handling, mishandling or the loss of any order.
- 7.4 All notifications from the Client must be sent directly to **Affin Hwang Investment Bank Berhad (Securities Division) at Ground, Mezzanine & 3rd Floor, Chulan Tower, No. 3, Jalan Conlay, 50450 Kuala Lumpur, or communicated to our Customer Service by telephone no. 03-2143 1113 or facsimile no. 03-2145 5092 respectively, or e-mail us at support@affinhwang.com or eservices@affinhwang.com**

8. CONFIDENTIALITY

- 8.1 The Client shall be responsible for the confidentiality and the use of the Access Codes. The Client further accepts full and absolute responsibility for all orders entered through and under the Access Codes and any order(s) so received by the Bank shall be deemed to have been issued by the Client. The Bank agrees that it will not divulge the same to any third party without the prior approval of the Client unless it is required to do so by the operation of law and/or where disclosure is necessary for the purpose of performing its obligations under this agreement.

9. INDEMNITY

- 9.1 The Client hereby indemnifies and shall keep the Bank indemnified at all times against any actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred, paid or payable by the Bank in respect of or in connection with the Client's breach or violation of any of the terms and conditions of this agreement or any third party rights, including but not limited to violation of any intellectual property, propriety or privacy rights and any incorrect, false or misleading information given by the Client. The obligation to indemnify the Bank shall survive the termination of this agreement.
- 9.2 The Client accepts full responsibility to safeguard all the Access Codes and hereby indemnifies and shall keep indemnified the Bank against any loss, financial or otherwise which may result from the unauthorised use of the same by any persons.

TERMS AND CONDITIONS OF CROSS BORDER TRADING

1. Correspondent Brokers

- 1.1 The Bank is entitled to delegate the execution of the Client's orders for the securities to a correspondent broker of the Bank's choice (the "Correspondent Broker"). As between the Correspondent Broker and the Bank, the Bank may be obliged to regard itself as being primarily responsible for the execution of the Client's orders. In this connection, the Client acknowledges that the Bank may, but is not obliged to, take such measures (including effecting payment and settlement in respect of the Client's orders that have been executed) as may be necessary to ensure non-default of the Bank's own primary responsibility as aforesaid (notwithstanding that as between the Client and the Bank, the Client is in or has notified the Bank that the Client will be in default).
- 1.2 The Client agrees to be bound by any other terms and conditions of agreements executed between the Bank and the Bank's Correspondent Brokers in relation to services rendered to facilitate the Client's trading in non-ringgit securities. The Client shall also have read and fully understood the Bank's General Terms and Conditions of Trading before commencing any Cross Border Securities Trading Activities.

2. Rules Governing Transactions

- 2.1 All transactions by the Bank on the Client's behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations (collectively referred to as "Rules") of the relevant exchanges on which the non-ringgit securities are listed and its clearing organization on which such transactions are executed or cleared by the Bank or its agents or any of its affiliates for the Client's trading account, to all applicable Rules of governmental/foreign government authorities and self-regulatory organizations and to all applicable laws and regulations promulgated thereunder. In respect of trading in securities, the Client shall be fully responsible to comply with applicable laws and regulations including foreign exchange control laws and shall obtain all necessary approvals or make all necessary registrations or filings with the relevant authorities.
- 2.2 Accordingly, the Bank or its agent or any of its affiliates may be required to provide information relating to the Client's trading account. The Bank shall not be liable to the Client as a result of any action taken by the Bank or its agent or any of its affiliates to comply with any such Rules, law or regulation, including without limitation, any liquidation, in whole or in part, of the Client's positions or any other action taken in the event that any exchange declares an emergency.

3. Availability Limit

The Bank may in its sole and absolute discretion determine and/or vary the availability limit based on the proportionate ratio determined by the Bank from the Client's approved limit or the Client's securities deposited and maintained with the Bank for the Client's dealing in non-ringgit securities through conventional means or the internet trading facilities, as the case may be. The Client further agrees that the Bank shall have the right, at any time, to refuse the Client's orders or limit the purchases/sales ordered by the Client.

4. Information and Execution Delay

The Client acknowledges that when trading in non-ringgit securities there may be delays in stock quotes and execution of orders via the Correspondent Broker. While the Bank will take reasonable care to mitigate any such delay, the Client agrees that neither the Bank nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Client in reliance upon the information provided or for any interruption of any data or information.

5. Commissions, Fees, Costs and Charges

- 5.1 The Client undertakes to pay to the Bank promptly any commission, fees, costs or other charges at such rate or rates as the Bank may from time to time determine, imposed by the Correspondent Broker and any relevant exchanges on which the non-ringgit securities are listed or any of its clearing organization; any taxes imposed by any competent authority on any account opened or transaction effected for the Client; 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 Bank.
- 5.2 The Bank has the right to deduct from the Client's account, an amount for the purpose of withholding tax in relation to the Client's transactions, as required by the relevant foreign regulatory/government bodies.

6. Interest

The Client agrees to pay interest to the Bank on all monies due and payable and not paid by under his/her account or with respect to the transactions in the securities by the Client at the rate determined by the Bank at its absolute discretion from time to time. Such interest will be payable both before as well as after judgement.

7. Settlement Currency

The Bank will calculate the value of the Client's transaction in the securities in Ringgit Malaysia using such exchange rate as the Bank may determine at its sole discretion. All transactions in the securities for the Bank's account shall be settled in Ringgit Malaysia or, any other currency requested by the Client or Client's Dealer's Representative provided it is approved by the relevant authorities and agreed by the Bank, at an exchange rate determined by the Bank. The Client will bear all losses, damages, or costs that result from any currency conversion in connection with any transaction in the securities for the Client's account.

8. Settlement Date

Delivery and settlement between the Bank and the Client in respect of transactions in the securities shall be effected not later than the scheduled settlement date of the relevant exchange. Where the scheduled settlement date falls on a public holiday in Malaysia, Singapore and/or the jurisdiction wherein the Correspondent Broker is located ("Said Jurisdiction"), settlement between the Bank and the Client will be effected on the following market day for both Malaysia, Singapore and the Said Jurisdiction.

9. Contra

Contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of the Bank and subject to the laws, regulations and rules of the relevant exchange. The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from the Bank's refusal to allow the Client to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

10. Indemnity

The Client shall indemnify the Bank and keep the Bank indemnified from and against and in respect of all damages, 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 Bank directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the existing trading account for trading in non-ringgit securities or breach of any of the provisions of the General Terms and Conditions and the additional terms and conditions of trading set out herein.

11. Automatic Liquidation

If the Client does not pay for any securities that the Client purchases or does not settle any transactions with respect to securities by the due date, the Bank has the right to liquidate and impose charges on any or all of these transactions without notice to the Client. The Bank may but need not exercise this right on any day after the day on which the right to liquidate first arose. The Bank will not be liable to the Client with respect to securities purchase transactions on which the customer has defaulted for any loss suffered by the Client as a result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually sells the securities.

12. Nominees/Custodial

12.1 The Bank may on the terms set out below hold all securities purchased for the Client either directly or through a nominee or custodian (who may effect such holding through a sub-nominee or sub-custodian). Such nominee/custodian and/or such sub-nominee/sub-custodian may or may not be within Malaysia and in the latter case, the Client consents to the Bank having absolute discretion in their appointment or approval in their appointment. All costs and fees imposed and/or associated with the holding of the securities by any of them shall be for the Client's account. Accruals with respect to any and all securities so customized, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia as the Bank thinks fit and credited into the Client's account.

12.2 The duties of the Bank as custodian of the securities purchased for the Client shall be:

- (a) to hold or procure to be held to its order all documents evidencing ownership of the securities and identity in its books that all securities belong to the Client;

- (b) to procure that all securities other than bearer securities are registered in the name of the Bank or such nominee/custodian or sub-nominee/sub-custodian which has been appointed. In these circumstances, the securities will still be held in such a way that it is readily apparent that the securities are not the property of the Bank or any nominee/custodian or sub-nominee/sub-custodian (as the case may be). The securities may be registered collectively with securities of other clients of the Bank in the same name and where so registered, the Client's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although the Bank and/or its delegate will maintain records such that it will be readily apparent the degree of the Client's interest in the commingled securities so collectively held but on the express understanding and agreement of the Client that where such commingling and aggregation the Client's securities and other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the securities. The Bank has full discretion as to the allotment of what entitlements as amongst its clients as it deems fit;
- (c) to use its reasonable endeavours to collect and receive entitlements including income and other monies due with respect to the securities provided that the Client acknowledges and accepts that the Bank (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:
 - (i) exercise or discharge any obligations conferred or imposed by reason of the Bank's holding of the securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
 - (ii) send or give notice of any proxy form or other document which the Bank may receive in respect of the securities; or
 - (iii) recognise any claim in the nature of a trust or equitable claim by anyone other than the Client in respect of the securities or any part thereof.
- (d) to credit to the Client's account all income and other payments received by the Bank under paragraph (c) above;
- (e) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the securities; and
- (f) to keep or (to the extent reasonably practicable) procure to be kept by any nominee/custodian or sub-nominee/sub-custodian (as the case may be), such books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities held and transactions carried out by or on behalf of the Client.

13. Holding of Securities on Aggregate or Omnibus Basis

Without prejudice to the terms for the provision of nominee/custodian services with respect to the securities set out in paragraph 12 above, the Client acknowledges and consents to the fact that any securities belonging to the Client held with the Bank or its nominee or custodian for any reason whatsoever may be held with securities held for other clients of the Bank on an aggregate or omnibus basis.

14. Exclusion of Liability

- 14.1 The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from or in connection with:
- (a) the manner in which the Client's securities are held hereunder or the manner in which monies received or intended to be received are dealt with or the manner in which proxy forms or other documents and notices in relation to the securities are dealt with;
 - (b) the loss, theft or destruction of, or any damage to, any of the securities or certificates relating thereto;
 - (c) the performance or non-performance of the Bank,
- 14.2 While the Bank will use reasonable care in the selection of any nominee, custodians, agent or delegate, the Bank shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from or in connection with:-
- (a) the insolvency of any nominee, custodian, sub-nominee or sub-custodian; or
 - (b) any act or omission of any nominee, custodian, sub-nominee or sub-custodian,

The Bank shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

The Bank shall not be liable or have any responsibility to the Client for any loss or damage incurred or suffered by the Client if the performance of the Bank's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

- 14.3 The Client understands and acknowledges that any trading recommendations and market or other information communicated to the Client by the Bank are incidental to the provision of services by the Bank to the Client under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable, may be incomplete, may not have been verified and may be changed without notice to the Client. The Bank makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to the Client or as to the tax consequences of his/her transactions.

15. Authorisation

Without prejudice to any clauses herein, the Bank is authorised (but is not obliged), either by itself, through a nominee, custodian, sub-nominee or subcustodian or otherwise, to do any lawful act or thing which in the discretion of the Bank is necessary to preserve the integrity of the securities held in custody and/or any account and/or to protect the reasonable interests of the Client and/or the Bank.

16. Utilisation of Securities

The Client agrees that:

- (a) any transfer of securities from the Client's account shall be at the Client's cost and subject to the Bank's prior consent and to the laws, regulations and rules of the relevant jurisdiction:
- (b) the Bank shall at all times have a general lien over any and all securities held by the Bank for the Client as security for any outstanding obligation owed by the Client to the Bank. The Bank may at all times exercise this lien by effecting a sellout of any or all of such securities and apply the net proceeds towards settlement or discharge of his/her obligations to the Bank.

17. Termination

Where the Bank is of the view, at its sole discretion, that the continued trading in the securities for the Client's account is not to the mutual benefit of the Bank and the Client, the Bank may by notice in writing to the Client terminate trading in the securities for his/her account. Upon termination, the Bank shall be entitled to utilise any amount due to the Client and/or liquidate the securities and utilise the proceeds thereof to settle any outstanding amounts due and owing to the Bank without further notice to the Client. Any amounts remaining with the Bank shall be refunded by the Bank to the Client in such manner as the Client shall specify. In the event that no manner is specified for the refund, the Bank shall use its discretion to refund the same in the manner it deems fit. The remaining securities belonging to the Client held with the Bank shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Client shall specify at his/her cost and expense subject to the laws, regulations and rules of the relevant jurisdiction.

18. Variation

The Client agrees that the Bank may at any time by notice in writing to the Client, vary or add to these supplementary terms and conditions without prior consultation with the Client. Without limitation to the foregoing, such written notices may be stated in and included as part of the Client's monthly statement account. Where the Client is not agreeable to such variations, the Client shall within seven (7) days from the date of the notice object to such variations failing which such variations shall be deemed to be binding on the Client.

19. Risks Associated with Cross Border Trading

In light of the risks, the Client agrees to undertake such transactions only if the Client understands the nature of securities and the contracts (and contractual relationship) which the Client is entering into and the extent of the Client's exposure to risk. The Client agrees to carefully consider whether trading in securities is appropriate in the light of the Client's experience, objectives, financial resources and other relevant circumstances. If in any doubt, the

Client agrees to seek professional advice. Different securities involve different levels of risk and in considering whether to trade in securities, the Client agrees to be aware of the following points:

19.1 Price fluctuation

The price and value of any investment in securities and the income, if any, from them, can fluctuate and may fall against the Client's interest. An individual security may experience downward price movements and may under some circumstances even become valueless. An inherent risk of trading securities is that losses may be incurred, rather than profits made, as a result of buying and selling securities.

19.2 Suspension or Restriction of Trading

Market conditions (illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any security because of price limits or trading halts) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

19.3 Warrants

A warrant is a time-limited right to subscribe for securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying securities results in a disproportionately large movement, favourable or unfavourable, in the price of the warrant. The prices of warrants can therefore be volatile. It is essential for everyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.

19.4 Commission and Other Charges

The Client agrees to obtain a clear explanation of all commissions, fees, and any other charges and understand that these charges may affect the Client's net profit (if any) or increase the Client's loss. The Client agrees that the Client will be liable for these charges (as may be amended from time to time).

19.5 Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions may expose the Client to additional risks. Such markets may be subject to rules that may offer different or diminished investor protection. Before entering into such trades, the Client agrees that the Client must be aware of the rules relevant to the particular transactions. The Bank's local regulatory authority may be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's transactions have been effected.

19.6 Currency Risks

The potential for profit or loss from transactions on foreign markets or in foreign currency-denominated securities will be affected by fluctuations in foreign currency exchange rates.

19.7 Trading Facilities and Electronic Trading

The Bank's trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and computer systems, clients will be exposed to risks associated with the systems including the failure of hardware and software. The result of any system failure may be that the Client's order is either not executed according to instructions or is not executed at all. The Client is aware that the Internet is not a completely reliable transmission medium and there may be delays in service provisions.

19.8 Restricted Trading Days

The Client's ability to trade in securities may be restricted to days when the Malaysian stock exchange, Bursa Securities, is open for trading. The Bank may at its absolute discretion (but is not obliged to) increase the trading days from time to time. This means that the Client may be unable to trade in securities when the Malaysian stock exchange, Bursa Securities, is closed for trading notwithstanding that the relevant exchange on which the Client wish to trade may be open for trading and that the Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises hereunder. This would increase the risk of loss as the Client would not be able to effect transactions on days when the Malaysian stock exchange is not open for trading. The price of securities may experience substantial movements on such days when the Client is unable to trade in the securities.

The risks disclosed above are not exhaustive and there may be other significant aspects of trading in non-ringgit securities that may not have been disclosed herein.

20. The Client acknowledges and is aware that, for purposes of funding the Client's trading in non-ringgit securities, the Client shall at all times comply with the relevant FEA Rules

TERMS AND CONDITIONS OF ONLINE CROSS BORDER TRADING

1. The Client wishes to trade online using the Client's existing trading account(s) maintained with the Bank in securities listed on foreign stock exchanges with the foreign parties that are providing cross border trading portal services to the Bank (the "Bank's Correspondent Broker").
2. The Client has been furnished with and hereby confirm that the Client has read and understood all the terms and conditions imposed by the Bank's Correspondent Broker which are available at Bank's online trading web portal and hereby accept and agree to be bound by them.
3. The Client further agrees to abide by the rules, regulations, by-laws, directives of Bursa Securities, any other regulatory authorities or such other stock exchanges whether in Malaysia or elsewhere as may be amended, revised and supplemented from time to time and applicable to the Client.
4. The Client also hereby agrees to the following terms and conditions :-
 - 4.1 All receipts and/or payments in foreign currencies must be made through interbank or telegraphic transfer only. Any bank charges payable shall be borne exclusively by the Client. Foreign currencies in the form of cash and Bank Drafts are not acceptable over the counter.
 - 4.2 All fees, costs and expenses (including but not limited to the subscription fees) incurred or payable, whether directly or indirectly, in connection with the Bank's provision of cross border securities trading facility to the Bank shall be borne by the Client. The Client hereby agrees to indemnify the Bank and to keep indemnified against any loss, damage, fees, costs and expenses that the Bank may incur or suffer arising from or in connection with the Bank's provision of such facility to the Client.
 - 4.3 Funds must be available in the respective currency trust account at least one (1) Business day before the purchase date for all transactions involving the purchase of securities.
 - 4.4 The Bank will credit your respective currency trust account on due date for all transactions involving the sale of securities.
 - 4.5 Any cross currency settlement of trades and/or withdrawal from the trust account shall be subject to currency conversion and the exchange rate shall be based on the date of instruction and the Bank shall not be liable in any way for any foreign exchange losses whatsoever.
 - 4.6 The Client shall be required to instruct the Bank by giving one (1) Business day's notice for any cross currency settlement and/or withdrawal from the trust account.
 - 4.7 The Client hereby undertakes to inform the Bank immediately in writing of any changes in the Client's banking details, corresponding address, telephone contact, email address.
5. The Client will not hold the Bank or its employees responsible or liable for any losses incurred and resulting from or in connection with the Client's online trading activities. The Client has read and fully understood the terms and conditions in this part and accepted them as legally binding on the Client.
6. The terms and conditions contained herein shall be construed as in addition to and not in derogation of the Terms and Conditions of Trading, Online Trading and Cross Border Trading.