



PHILLIP CAPITAL SDN BHD Co. Registration: 199501033331 (362533-U)

(Formerly known as Phillip Futures Sdn Bhd)

(A Trading Participant of Bursa Malaysia Derivatives Berhad & A Participating Organization of Bursa Malaysia Securities Berhad)

B-18-6, Block B Level 18 Unit 6, Megan Avenue II, No 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia Tel: (603) 2783 0388 | Fax: (603) 2783 0399 | Email: pcsb_enquiry@phillipcapital.com.my
Website: www.phillip.com.my

REQUEST FOR CHANGE OF PERSONAL PARTICULARS

Client's Name : _____

Account No : _____ NRIC/Passport No : _____

I hereby authorize Phillip Capital Sdn Bhd to update my particulars as follows:

(Please tick the relevant boxes and fill in your new particulars. The supporting documents mentioned in brackets are to be submitted with this form.)

UPDATE ON CONTACT DETAILS

REGISTERED ADDRESS (Please attach copy of updated NIRC as proof)

CORRESPONDENCE ADDRESS (Please attach proof of address e.g., copy of utility bills, statements)

CONTACT NUMBER

Mobile : _____ Home : _____

Office : _____ Facsimile : _____

EMAIL ADDRESS : _____

UPDATE ON BANKING INFORMATION

ADD **REPLACE**

BANKING DETAILS 1

NAME OF BANK : _____ BRANCH : _____

ACCOUNT TYPE : _____ ACCOUNT NO : _____

BANKING DETAILS 2

NAME OF BANK : _____ BRANCH : _____

ACCOUNT TYPE : _____ ACCOUNT NO : _____

BANKING DETAILS 3

NAME OF BANK : _____ BRANCH : _____

ACCOUNT TYPE : _____ ACCOUNT NO : _____

(Please attach a copy of the *latest bank statement or first page of passbook)

*The latest bank statement must be dated less than three (3) months prior to the submission.

UPDATE ON EMPLOYMENT DETAILS

EMPLOYMENT / BUSINESS
 Own Business
 Employed (Contract / Permanent)

DESIGNATION : _____

NAME OF EMPLOYER / COMPANY : _____

ADDRESS OF EMPLOYER / COMPANY : _____

NATURE OF BUSINESS :
 Education
 Telecommunications
 Real Estate
 Finance
 Hotel & Restaurant
 Manufacturing
 Construction
 Sales & Marketing
 Transportation / Logistic
 Others, please specify: _____

YEARS IN BUSINESS : _____

CURRENT ANNUAL INCOME
 Up to RM 25,000
 RM 25,001 – RM 50,000
 RM 50,001 – RM 100,000
 RM 100,001 – RM 300,000
 Above RM 300,000

ESTIMATED NET WORTH
 Up to RM 100,000
 RM 100,001 – RM 500,000
 RM 500,001 – RM 1,000,000
 RM 1,000,001 – RM 3,000,000
 Above RM 3,000,000

DECLARATION AND SIGNATURE

I hereby declare that the information provided by me is true and accurate.

Client's Signature

Date

FOR OFFICE USE ONLY

VERIFICATION (For Contact Details and Banking Information Updates)			
Date:	From Tel No:	Client's Contact No:	Verified by:
Time:	Ext No:		Name: Date:
DATA ENTRY			REMARKS
Signature Verified By:	Updated by:	Verified By:	DCS : YES / NA
Date:	Date:	Date:	

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. October 2021)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW8BEN for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.		
City or town, state or province. Include postal code where appropriate.		Country
4 Mailing address (if different from above)		
City or town, state or province. Include postal code where appropriate.		Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required <input type="checkbox"/>	
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ►

I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

LETTER OF AUTHORISATION FOR DIRECT CREDIT FACILITY

Client Name: _____
DR Name: _____

Client Code : _____
DR Code : _____

To: **Phillip Capital Sdn Bhd ('PCSB')**

I/we hereby authorize(s) PCSB to credit all proceeds due to the me/us on the settlement of any sale order for all or any of my/our shares, stocks or securities at any time, into the Clients' Trust Account held by PCSB on my/our behalf and thereafter the I/we agree(s) that such proceeds shall form part of the Available Funds and shall be dealt with in the same manner as all other monies in the Client's Trust Account.

I/we may withdraw any sum, or a minimum amount as may be prescribed by PCSB in its absolute discretion from time to time, subject to the sufficiency of Available Funds. I/we further agree(s) to make withdrawals by giving a written request, or any other form of notice prescribed by PCSB from time to time, to PCSB on any market day subject to such conditions as PCSB may prescribe or impose on such withdrawals at its absolute discretion from time to time. I/we authorize(s) PCSB to credit the withdraw of trust monies to the following bank account:

Particulars of Account To Be Credited

Bank Name													
A/c Name													
Bank a/c no:													
Bank's Address													

In consideration of PCSB agreeing to accept and/or to act on my/our authorisation herein, I/we hereby undertake and agree as follows:

- 1) I/we hereby confirm that the particulars listed above (and in particular the Bank Account number) are true and correct;
- 2) This letter of authorisation shall be valid until a written notice of revocation is given by me/us to PCSB and duly acknowledge in writing by PCSB's authorised personnel;
- 3) All terms and conditions of all and any agreements entered into by me (including but not limited to the terms and conditions as set out in PCSB's standard trading application forms) shall remain applicable and binding on me, in addition to the provisions herein, and my/our duties and obligations to PCSB shall remain unaffected;
- 4) In the event I opted to use a joint account for the direct credit facilities with PCSB, I hereby confirm that I am one of the account holders and that I am fully aware that I will be held fully responsible for any use of my joint account for any illegal activities and breach of any laws and regulations including Anti-Money Laundering (AMLA) laws;
- 5) In the event the direct credit of proceeds into the designated account cannot be affected for any reasons whatsoever, the proceeds will be credited into the Clients' Trust Account held by PCSB on my behalf;
- 6) Notwithstanding anything mentioned herein to the contrary, the Direct Credit Facility shall be subject to the verification of the identified account and the approval of PCSB;



PhillipCapital

Your Partner In Finance

7) I/we hereby irrevocably agree and undertake to indemnify PCSB and keep PCSB fully and effectively indemnified against all fines, suits, actions, legal proceedings, claims, demands, losses, damages, costs, charges, expenses (including legal costs on a solicitor-client and full indemnity basis) and all other liabilities of whatsoever nature or description which PCSB may how soever sustain, incur or be liable to in consequence of or attributable to or arising frommy/our above request/instruction/authorisation.

Yours sincerely,

Witnessed by,

Signature of Client/Authorised Signatory(ies)*

Signature of Witness

Client Name:

Name:

Date:

Date:

**Corporate account to affix company rubber stamp*

For Office Use:	
Verified by : _____ Data entry by : _____	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Client Bank Code	_____
	Name:
	Designation:
	Date:
	Remarks:

DECLARATION AND DISCLOSURE OF VULNERABLE CLIENT STATUS

I hereby declare and confirm that the information and documents provided by me during the onboarding process are true, accurate, and complete to the best of my knowledge as of the date of submission.

I acknowledge and agree to the following:

1. **Declaration of Vulnerability (as per 'Vulnerable Client Definition' below)**

I have been given the opportunity to declare if I fall within the definition of a "vulnerable client" and have made the appropriate declaration as part of this onboarding process.

2. **No Undue Influence**

I confirm that I have made all decisions independently and without any undue influence or pressure.

Please tick (v) in the appropriate box(es) below: -

- I declare that I do not fall under the category of "vulnerable client".
- I declare that I fall under the category of "vulnerable client".

Client Acknowledgement

Name: _____

NRIC/Passport No.: _____

Signature: _____

Date: _____

VULNERABLE CLIENT DEFINITION

The following categories of investors (which is non-exhaustive) are considered as "vulnerable investors¹":

- (i) Disabilities² – clients with disabilities that may affect their ability to make an informed decision;
- (ii) Life events – clients who experienced adverse life events i.e. temporary or long-term financial hardship;
- (iii) Financial resilience – clients with low ability to withstand financial shocks i.e. overly-indebted or have cash flow problems;
- (iv) Capability – clients with low financial knowledge, or low capability in areas such as literacy, language or digital skills;
- (v) Age – Senior citizens who may be less technologically able.

Note:-

- 1. Excluding clients who are accredited investors or High-net worth individuals as set out under the Guidelines on Categories of Sophisticated Investors.
- 2. Refers to long-term: (a) hearing impairment; (b) visual impairment; (c) speech impairment; (d) physical impairment; or learning impairment such as dyslexia or low spectrum autism.

Date:

Phillip Capital Sdn Bhd
 B-18-6, Block B Level 18 Unit 6,
 Megan Avenue II,
 No.12 Jalan Yap Kwan Seng,
 50450 Kuala Lumpur, Malaysia.

Dear Sir/Madam

RE: DECLARATION AND UNDERTAKING ON DOMESTIC BORROWING PURSUANT TO RULES OF BANK NEGARA MALAYSIA ON FOREIGN EXCHANGE ADMINISTRATION.

I/We hereby declare and confirm to Phillip Capital Sdn Bhd ("PCSB") that:

1. **I/We am/are a Resident individual/ entity WITH NO Domestic Ringgit Borrowing.**

I/We hereby undertake to notify PCSB immediately in writing should there be any subsequent changes to the above.

2. **I am a Resident individual WITH Domestic Ringgit Borrowing**

I declare that my investments in Foreign Currency Assets offshore and onshore, shall and does not at any time exceed Ringgit Malaysia One Million (RM1,000,000.00) equivalent in aggregate per calendar year.

I undertake to seek specific approval from Bank Negara Malaysia ("BNM") in the event the prudential limit exceeded and shall deliver to PCSB a copy of the specific approval duly granted to me by BNM.

3. **We are a Resident entity WITH Domestic Ringgit Borrowing**

We declare that our investments in Foreign Currency Assets offshore and onshore with other Resident entities within our group of entities with parent-subsidiary relationship, shall and does not at any time exceed Ringgit Malaysia Fifty Million (RM50,000,000.00) equivalent in aggregate per calendar year.

We undertake to seek specific approval from BNM in the event the prudential limit exceed and shall deliver to PCSB a copy of the specific approval duly granted to us by BNM.

4. **I/We am/are a Non-Resident**

5. I/We hereby grant my/our consent to PCSB to disclose to or inform Bank Negara Malaysia or any other relevant regulatory authority/body, if the same is required, following the disclosure/information made by me/us to you as declared herein, I/We shall fully and completely indemnify PCSB for any penalty or charges that may be incurred arising from my/our declaration herein.

6. I/We further agree that all the terms, amounts and facts as stipulated in this Declaration in relation to Notice 3:

7. Investment in Foreign Currency Asset of Bank Negara Malaysia Policy Document on Foreign Exchange Notices and all other relevant documents, namely Application For Opening of Trading

Account of PCSB and Supplemental Terms and Conditions For Phillip Capital Foreign Share Trading ("Agreements") shall be binding on me/us as the client(s).

I/We are aware that all terms used herein shall and will, unless the context requires otherwise, have the same meaning as those stated in the Agreements.

8. I/We hereby undertake to notify PCSB immediately in writing should there be any subsequent changes to the above.
9. I/We are aware that PCSB reserve the right to impose a domestic borrowing limit despite the declaration by me/us should PCSB found evidence that me/us is a Domestic Borrowing Customer.

Yours faithfully,

Name/Authorised Signatory (if corporation) :
NRIC/ Company No & Company Stamp

Supplemental Terms and Conditions for Phillip Capital Sdn Bhd Foreign Share Trading (“PCSBFST”)

1. Terms and Conditions

For clients wishing to trade in Phillip Capital Sdn Bhd Foreign Share Trading (“PCSBFST”), the terms and conditions contained herein shall form part of and are to be read together with all the terms and conditions stated in the Application for Opening of Trading Account and/or the Letter of Offer (if any).

2. Eligibility

New and existing clients.

3. Rules Governing Transactions

3.1 I/We agree that my/our transaction(s) in the PCSBFST shall be governed by the prevailing Rules of Bursa Malaysia and any other applicable law, regulation or directive (whether having the force of law or otherwise) of all relevant authorities which includes all regulatory and government bodies of the relevant foreign countries in which the PCSBFST are traded, foreign exchange regulations and guidelines, and rules and regulations of such other exchange or market where the transactions are affected except where expressly stated to the contrary herein.

3.2 In trading in the PCSBFST, I/we shall be fully responsible to comply with and agree to comply with all applicable laws and regulations including Bank Negara Malaysia's (BNM) Notices on Foreign Exchange Administration (“FEA”) Rules in particular to Notice 3 on Investment in Foreign Currency Asset (“BNM's Notice 3”) and shall obtain all necessary approvals or make all necessary registrations or filings with the relevant authorities.

3.3 I/We hereby agree to sign the Declaration in Relation to BNM's Notice 3 attached herewith as Appendix A.

Financing for PCSBFST by PCSB is available subject to PCSB's consideration and approval. No financing for PCSBFST is allowed if I/we trade in PCSBFST via PCSB.

4. Account Maintenance Requirements

4.1 Phillip Capital Sdn Bhd (“PCSB”) may assign the execution of my/our order to a correspondent broker of its choice.

4.2 PCSBFST only is permitted during trading hours which are governed by the prevailing Rules of Bursa Malaysia. There may be delays in stock quotes and execution orders via the correspondent broker. While PCSB will take reasonable care to mitigate any such delay, I/We agree that neither the Company 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 me/us in reliance on 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.

5. Commissions, Fees, Costs and Charges

I/We agree to pay PCSB such commissions, fees, costs and other charges in relation to my/our account at such rate(s) as PCSB may determine from time to time. PCSB has the right to deduct an amount from my/our account, for the purpose of withholding tax in relation to my/our transaction(s), as required by the relevant foreign regulatory/government bodies.

6. Settlement and Payments

6.1 All settlement periods shall follow the respective stock exchange where the PCSBFST trades are transacted.

6.2 In the event of a Malaysia public holiday, I/we shall pay any outstanding purchase contract one (1) day in advance. Payment for the sales contract will be issued to me the following working day. In the event where there is an extended public holiday (more than one (1) day) in Malaysia and the purchase trades cannot be settled on or before the settlement date, the Company shall have the right to settle the purchase trades on the first business day following the holidays. Sales trade will be settled on the first business day immediately after the holidays. In the event of foreign stock exchange public holiday, all trades will be settled on the first business day immediately after the holiday of that foreign stock exchange.

- 6.3 Any outstanding purchases PCSB PCSBFST trades shall be offset by the PCSB prior to trades in Bursa Malaysia.
- 6.4 All monetary transactions between me/us and PCSB shall be in Ringgit Malaysia ("RM") at the rate of exchange quoted by PCSB and as evidenced in the respective contract note(s) issue by the broker(s) for the securities purchased or sold through PCSBFST.
- 6.5 The Company shall not be held liable for any currency fluctuation arises from trading in foreign shares. I/We acknowledge and agree that there are risks associated with dealings in PCSBFST in multiple markets in the manner contemplated herein. I/We further confirm that the PCSB shall not be held liable for the decision taken by me/us to deal in PCSBFST.
- 6.6 In respect of margin account(s) with the PCSB (if applicable), I/we hereby acknowledge that PCSB shall be entitled, at its discretion, to make a margin call on me/us, either verbally or in writing, due to fluctuation of the price and/ or exchange rate, during or after or at the time of my/our booking/ placement of orders and/ or giving of instructions or communications.
- 6.7 I/We shall bear all losses, damages or costs incurred as a result of any currency conversion associated with any transaction in the PCSBFST for my/our account.

7. Contra

Contra deal(s) in respect of earlier purchased contract(s) shall be permitted only at the discretion of PCSB and subject to the applicable exchange's laws, regulations and rules. PCSB shall not be held liable for any form of losses, claims, damages, costs or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arises from the Company's refusal to allow me/us to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

8. Restrictive Trading Days

My/Our ability to trade in PCSBFST may be restricted to days when the Malaysian stock exchange i.e., Bursa Malaysia ("the exchange"), is open for trading. This means that I/we may be unable to trade in PCSBFST when the exchange is closed for trading notwithstanding that the relevant exchange on which I/we wish to trade may be open for trading. PCSB may at its discretion (but is not obliged) to increase the trading days from time to time. The Company shall not be held liable for any losses, claims, damages, costs and/or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arises from PCSB's restricted trading days and my/our inability to trade in PCSBFST when the Company is not open for trading notwithstanding that the relevant exchange may be open for trading.

9. Restrictive Trading Hours Due to Time Zone Differences

My/our ability to trade in PCSBFST is limited to the operating business hours of PCSB and/ or Bursa Malaysia. I/we may be unable to book/place orders or give any instructions or communications in respect of FST outside PCSB's and/or Bursa Malaysia's operating hours. In respect of any orders or communication received by the PCSB outside Bursa Malaysia's operating hours, PCSB may (but is not obliged to) endeavour to execute the trade on a best effort basis. However, I/we acknowledge and confirm that I/we am/are aware of the possibility that any one or more of such trades may not be executed at the time of my/our booking/ placement of orders and/ or giving of instructions or communications, and that the Company shall not be liable for any losses, claims, damages, costs or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arising from the failure to execute any one or more of such trades, and/ or execution of such trades at a later time, and/ or the operating business hours of PCSB and/or Bursa Malaysia, and/ or my/our inability to trade in PCSBFST when Bursa Malaysia is not open for trading, notwithstanding that the relevant exchange may be open for trading. In addition, I/we am/are aware that any booking/ placement of orders or giving of instructions/communications is/are irrevocable and cannot be retracted or cancelled, and the Company shall not be liable for any losses, claims, damages, costs or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived as a result of any one or more of such trades being carried out at a time(s) when the price or exchange rate has fluctuated from the price or exchange rate at the time of the aforesaid booking/ placement of orders and/ or giving of instructions or communications.

10. Nominee/Custodian

The Company may on the terms set out below, hold all securities purchased through PCSBFST for me/us whether 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 located in Malaysia, and in the latter case, I/We hereby consent that their appointment or approval in their appointment is solely at the discretion of PCSB. All costs associated with the holding of the securities purchased through A FST by any of them shall be for my/our account. Accruals for any and all securities purchased through PCSBFST and so custodised, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as the Company deems fit) and credited into my/our account.

The duties provided by PCSB as custodian of the securities purchased through PCSBFST purchased for me/us shall be:

- 10.1 to hold or procure to be held to its order all documents evidencing ownership of the securities purchased through PCSBFST and identity in its books that all securities purchased through PCSBFST belong to me/us;
- 10.2 to ensure that all securities purchased through PCSBFST, other than purchase of bearer securities are registered in the name of Phillip Nominees or such Nominee/Custodian or Sub-Nominee/Sub-Custodian appointed. In these circumstances, the securities purchased through PCSBFST shall still be held in such a way that it is readily apparent that the securities purchased through PCSBFST are not the property of PCSB or any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be). Securities purchased through PCSBFST may be registered collectively with securities purchased through PCSBFST of other PCSB clients 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 PCSB and/or its delegate shall maintain records that make the degree of the client's interest readily apparent in the co-mingled securities purchased through PCSBFST so collectively held but on the express understanding and agreement of the client that where co-mingling and aggregation of the securities purchased through PCSBFST of the client and other persons results in entitlements that would not have accrued to the securities purchased through PCSBFST without such co-mingling or aggregation, the Company has discretion as to the allotment of such entitlements as amongst its clients as it deems fit;
- 10.3 to use its reasonable endeavours to collect and receive entitlements, including income and other monies due with respect to the securities purchased through PCSBFST; provided that I/We acknowledge and accept that PCSB (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 PCSB holding the securities purchased through PCSBFST, or to investigate, participate in, or take any affirmative action in connection therewith or otherwise;
 - ii. send or provide notice of any proxy form or other document received by PCSB in relation to securities purchased through PCSBFST;
 - iii. reorganize any trust or equitable claim made by anyone other than me/us in relation to securities purchased through PCSBFST or any part thereof.
- 10.4 to credit all income and other payments received by PCSB under paragraph (10.3) above to my/our account;
- 10.5 to sign, execute and/or complete such documents, certificates, or forms as may be required for fiscal and taxation purposes in connection with the collection of income from securities purchased through PCSBFST from time to time; and
- 10.6 to keep or procure to be kept (to the extent reasonably practicable) by any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be), the books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities purchased through PCSBFST held and transaction(s) carried out by or on behalf of me/us.

11. Holding of Securities on Aggregate or Omnibus Basis

Without prejudice to the terms and conditions herein stated in relation to Nominee/Custodian services pertaining to the securities, I/We acknowledge(s) and consent(s) that any securities belonging to me/us held with PCSB or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of PCSB on an aggregate or omnibus basis.

12. Exclusion of Liability

12.1 PCSB shall not be held liable for any form of losses, claims, damages, costs or expenses suffered or incurred by me/us, or for any profit or advantage of which I/We may be deprived, arising from or in connection with the following:

- i. the manner in which my/our 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;
- ii. the loss, theft or destructions of, or any damages to, any of the securities or certificates relating thereto;
- iii. the performance or non-performance of PCSB except insofar as the same arises as a result of fraud, gross negligence and/or wilful default on the part of PCSB

12.3 While PCSB will exercise reasonable care in selecting any Nominee, Custodians, agent or delegate, PCSB shall not be held liable for any form of losses, claims, damages, expenses or liabilities suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arising from or in connection with: -

- i. the insolvency of any Nominee, Custodian, Sub-Nominee or Sub-Custodian; or
- ii. any act or omission of any Nominee, Custodian, Sub-Nominee or Sub-Custodian, except insofar as the same arises as a result of fraud, gross negligence and/or wilful default of PCSB. PCSB shall not be held liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

12.4 PCSB shall not be held liable to me/us for any losses, claims, damages, costs and expenses (whether directly or indirectly) arising from any failure to receive or delay in receiving any orders, instructions or communications issued by, for or on behalf of me/us (for whatsoever reason), nor for any delay, omission or interruption in transmission of any order or instruction through but not limited to any equipments, systems, telecommunication networks or other means.

12.5 PCSB shall not be held liable or responsible to me/us for any form of losses or damages incurred or suffered by me/us if PCSB'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, as well as the breakdown, failure or malfunction of telecommunications or computer services or systems.

13. Authorisation

Without prejudice to any terms and conditions stated herein, PCSB is hereby irrevocably and unconditionally duly authorised (but is not obliged), to do any lawful act or things either by itself, through a Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, which in the discretion of PCSB is necessary to preserve the integrity of the securities custodised and/or any account and/or protect the reasonable interests of me/us and/or PCSB.

14. Utilisation of Securities

I/We hereby agree that:

14.1 any transfer of securities from my/our account or accounts held in accordance with Clause 10 above, shall be at me/our expenses and subject to PCSB's prior consent and in accordance with applicable laws, regulations, and rules.

14.2 PCSB shall have a general lien on any and all securities held by PCSB for me/us at all times as security for any outstanding obligation owed to PCSB by me/us. PCSB may exercise this lien at any times by selling any or all of such securities and apply the net proceeds to the settlement or discharge of my/our obligations to PCSB.



15. No Obligations to Monitor Securities

I/We agree that neither PCSB nor Phillip Nominees, or such Nominee/Custodian or Sub-Nominee/Sub-Custodian or its other nominees, shall be obligated to monitor the securities or notify me/us of any corporate actions (including, but not limited to, stock splits/ bonus shares or rights issues or mergers and acquisitions or bonus or dividends declared, or for such similar corporate actions not specified herein).

16. Termination

I/We agree that, notwithstanding any other Terms and Conditions contained herein, where PCSB is of the view at its discretion, that the continued trading in the securities for my/our account is not in the mutual benefit of PCSB and me/us, PCSB shall, by written notice to me/us, terminate trading in the securities for my/our account and upon termination, PCSB shall be entitled to utilise any amount owed to me/us and/or liquidate the securities and utilise the proceeds thereof to settle any outstanding amounts. Any amounts remaining with PCSB shall be refunded to me/us in the manner specified by me/us. The remaining securities belonging to me/us held with PCSB shall be transferred to such account with such custodian or otherwise dealt with in the manner specified by me/us at my/our cost and expense, subject to applicable laws, regulations and rules.

17. Variations

I/We agree that PCSB vary, amend or add to these Supplemental Terms and Conditions made hereunder at any time by sending a written notice, without limitation to the foregoing, such written notice(s) shall be included in my/our monthly statement of account and become effective from the date specified in the notice.

18. Other Terms and Conditions

18.1 To authorise a designated Dealers' Representative / Exempt Dealer to execute trades on your behalf in accordance with instructions given by you/your company.

DECLARATION	
I/We wish to apply for the PCSBFST for my/our retail/collateralised/cash/margin plus trading 2 in 1 account.	
I/We declare and confirm that I am not a bankrupt, that we have not been wound-up, and that I am not/that we are not listed as a defaulter with Bursa Malaysia Securities Berhad (or any other relevant Stock Exchange)	
I/We understand that PCSB is under no obligation to approve my/our application herein.	
I/We have read, fully understood and hereby accept and agree to be bound by the Supplemental Terms and Conditions for PCSBFST including but not limited to all subsequent amendments, variations and modifications that PCSB may amend, vary or modify at its discretion from time to time.	
Applicant's Name: _____	_____
	(Signature of Applicant/Authorised Signatories)
NRIC/ Company No: _____	Date: _____



DECLARATION BY DEALERS' REPRESENTATIVE (DR) / COMPANY OFFICER

I/We confirm that the above Applicant has appeared before me/us to execute this Supplemental Terms and Conditions for PCSBFST and hereby request PCSB to allow me to trade for the Applicant pursuant to this Supplemental Terms and Conditions for PCSBFST.

* In consideration thereof, and notwithstanding any collateral which PCSB may hold in relation to this Supplemental Terms and Conditions for PCSBFST from time to time, I/we hereby undertake to indemnify and keep PCSB fully and completely indemnified from and against any losses, damages, debts, interests, charges, fines and/or all other costs and expenses of whatsoever nature which PCSB shall incur, or suffer, in relation to or arising from the trades/transactions.

DR/Officer Name: _____

(Signature of DR / Company Officer)

DR Code (if applicable): _____ Date: _____

DISCLOSURE STATEMENT - FRACTIONAL SHARE TRADING

This statement does not disclose all of the risks and other significant aspects of trading in capital markets products. In light of the risks, the Customer should undertake such transactions only if the Customer understands the nature of securities, derivatives, and the contracts (and contractual relationship) which the Customer is entering into and the extent of exposure to risk. The Customer should carefully consider whether trading in capital markets products is appropriate in the light of the Customer's own experience, objectives, financial resources, and other relevant circumstances. If in any doubt, the Customer should seek professional advice. Different capital markets products involve different levels of risk and in considering whether to trade or invest in capital markets products, the Customer should be aware of the following points:

Phillip Capital Sdn. Bhd. (the "**Company**") offers a fractional share trading functionality allowing the Customer to buy and sell in fractional share quantities and dollar amounts of certain securities, so the Customer may end up with a fraction of a share, a whole share, or more than one share ("**Fractional Share Trading**"). The Company outlines the features, limitations, and risks associated with Fractional Shares Trading, yet it should not be considered as investment advice or as a recommendation to buy, sell or hold a security.

In conjunction to the Customer Trading Agreement, the Customer agrees that the Company may at any time vary or add to this Statement without prior notice or consultation with the Customer.

Securities Eligible for Fractional Share Trading

As determined by the Company, Fractional Share Trading is available for some certain securities, including ETFs and ADRs. The Company examines some factors such as market capitalization, previously reported volume, trading liquidity, and price volatility, to determine eligibility for the fractional share program ("**Eligible Securities**"). The list of Eligible Securities is not subject to research by the Company and may be amended from time to time.

Fractional Share Order Handling

The Company accepts whole share orders with fractional share components. When the Customer places an order for a quantity of shares that includes at least one whole share and a fractional share, the Customer will be deemed to have placed an order for the whole share(s) and a separate order for the fractional shares. Further, the Customer acknowledges that the Company may execute the two orders separately (ie. at a different time and at different prices) or partially (ie. one may be executed while the other may not).

All share orders which consist of fractional share components in an Eligible Security are handled on a "**Not Held**" basis, including the whole share component that makes up the share order. Such 'Not Held' share orders with the fractional share components shall allow the Company time and price discretion to secure the best possible execution price for the Customer's order. If the Customer do not wish its orders to be handled on a 'Not Held' basis, the Customer should not engage in Fractional Share Trading.

Order Types and Order Quantities for Fractional Shares

Subject to certain limitations, the Company only accepts market orders and limit orders which will expire at the end of the trading day ("**day limit order**") for fractional shares. The quantity of fractional shares may be entered up to 3 decimal places. Dollar-based orders can be entered up to 2 decimal places (e.g. USD100.00) and the order will be converted into shares up to 3 decimal places (.001), rounded down to the nearest decimal place. The Company will not accept fractional share orders of less than USD1.00 or for less than .001 shares. Fractional share positions in the Customer's account statement are limited to 3 decimal places (.001).

Execution and Principal Capacity

The Eligible Securities provided by the Company may be listed or traded on a particular exchange or market, the Company will **not** route such fractional shares order for execution on the exchange or market. Instead, the Company would place the fractional shares order with any of its affiliate within Phillip Capital Group for execution of the trade as **principal or riskless principal** in the trade.

Trading Session

Fractional share orders are available for Eligible Securities during normal market hours only (for US market: 9:30 a.m. to 4:00 p.m. ET) and are excluded from trading in the pre-market and post-market trading sessions. Fractional share orders are eligible for real-time execution during market hours.

Dividends for Fractional Shares

The Customer could receive payments of cash dividends equal to or greater than USD0.01 in value, or stock dividends in either shares equal to or greater than .001 share, or commensurate cash value equal to or greater than USD0.01. Shareholder rights and/or participation in stock splits, mergers, or other mandatory corporate actions is subjected to the discretion of the Company and/or issuer.

Liquidity and Transferability of Fractional Shares

While the Customer maintain complete day-to-day control of its fractional shares in its account, fractional shares are **not transferable** to another broker/dealer. As fractional shares are **unmarketable and illiquid** outside of the Company's platform, the fractional share holdings **must** be liquidated (which may have tax consequences and will result in commission charges) if the Customer wish to transfer its holdings to another brokerage.

Tax, Legal, and Accounting Treatment

The Customer owning fractional share interests allocated to its account. The Customer should consult their own professional advisers (ie. tax, legal and accounting advisors) prior to engaging in any securities transaction, including but not limited to Fractional Share Trading.

Voting Rights for Fractional Shares

The Customer will not have voting rights for any fractional shares held in its account. The Customer will not be able to make voluntary elections on any corporate action including, without limitation, any tender offers, or rights offerings with respect to such fractional shares. The Company is unable to provide shareholder documentation for any holdings of less than one share.

Risks of Trading in Fractional Shares

Owning fractional shares is subject to the same risks of owning whole shares, including but not limited to market risks and the specific risks associated with each individual security.

The Customer is aware that the market for fractional shares is **significantly less liquid** than the market for whole shares and the prices for fractional shares order, **may be materially different** from the prevailing prices for the shares that are displayed in the Company's electronic trading system.

All holdings of fractional shares are rounded to 3 decimal places with the value of fractional shares and any dividends paid on fractional shares rounded to the nearest cent. Due to such decimal place rounding, the Customer understand that this may affect, among other things, its ability to be credited for dividends and stock splits.

By engaging in Fractional Share Trading, the Customer is aware of the unique risks and limitations, including but not limited to those set forth above, and accepting and agreeing that the Company shall not be held liable for the execution, handling, purchasing and selling of fractional shares for its accounts.



UNIFORM SUBSCRIBER ADDENDUM

Client Name: []

Account No. []

Trading Platform: POEMS Professional / Poems Global / Others (please specify):

Securities Exchanges	Futures Exchanges	
<input type="checkbox"/> AMEX/NYSE/NASDAQ	<input type="checkbox"/> CME	<input type="checkbox"/> ICE US (eCBOT & NYBOT)
<input type="checkbox"/> HKEX	<input type="checkbox"/> CBOT (CME)	<input type="checkbox"/> ICE SG
	<input type="checkbox"/> COMEX (CME)	<input type="checkbox"/> JPX (OSE & TOCOM)
	<input type="checkbox"/> NYMEX (CME)	<input type="checkbox"/> HKEX
	<input type="checkbox"/> ICE EU COM (IPE)	<input type="checkbox"/> EUREX
	<input type="checkbox"/> ICE EU FIN (ICE UK)	<input type="checkbox"/> Others (Please specify): _____

Login ID: []

1. DEFINITIONS.

- (a) "Device/ Terminal" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.
- (b) "Exchanges" means including but not limited to CME, CBOT (CME), COMEX (CME), NYMEX (CME), ICE EU COM (IPE), ICE EU FIN (ICE UK), ICE US (eCBOT & NYBOT), ICE SG, JPX (OSE & TOCOM), EUREX, HKEX, SGX, ASX, AMEX, NYSE, NASDAQ.
- (c) "Force Majeure Event" means acts of God, flood, draught, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, war or riots, insurrection; collapse of buildings, fire, explosion or accident; labor disputes; accident, action of government, communications or power failures, or equipment or software malfunctions.
- (d) "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.
- (e) "Market Data" means information and data pertaining to futures contracts and options contracts or similar derivative instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for- physical (EFP) or against actuals (AA) transactions. With respect to Subscriber's obligations under this Addendum, Market Data includes information, data and materials that are derived from the foregoing and that convey information to Subscriber that is substantially equivalent to Market Data.
- (f) "Traded Contracts" means contracts as traded on the Exchanges listed above and any corresponding indices published by the Exchanges.

2. PROPRIETARY RIGHTS IN THE MARKET DATA.

- (a) Subscriber acknowledges and agrees that each of the Exchanges has exclusive and valuable property rights in and to its own Market Data, that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges at least until the Exchanges place their respective Market Data in the public domain or authorize placement of their respective Market Data in the public domain, and that, but for this Addendum, Subscriber would have no rights or access to such Market Data. Whether or not a particular Exchange has placed its Market Data in the public domain or has authorized the placement of its Market Data in the public domain shall be determined according to the terms of such Exchange's agreement with Vendor, which agreement is described in Section 3(a).
- (b) Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to each of the Exchanges for which money damages would be an inadequate remedy. Accordingly, Subscriber



further acknowledges and agrees that each of the Exchanges shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Addendum (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

3. RECEIPT OF MARKET DATA BY SUBSCRIBER.

- (a) Vendor and Subscriber have entered into an agreement by which Vendor will, among other things, provide Subscriber with Market Data. Vendor has entered into agreements with each of the Exchanges whereby Vendor has been granted the right to receive Market Data and to re-transmit the same to Subscriber. This Addendum to the agreement between Vendor and Subscriber sets forth the terms and conditions upon which Subscriber may receive and use Market Data. Subscriber acknowledges that, notwithstanding such agreement, each of the Exchanges may, in its discretion, discontinue disseminating its own Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Exchanges reserve the right to disapprove any Subscriber and retain the right to direct Vendor to terminate any Subscriber's receipt of Market Data for any reason or no reason, in which event the Exchanges shall so notify Vendor and Vendor shall cease providing Market Data to Subscriber as soon as practicable.
- (b) (1) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities and only at the offices and locations and on the Devices designated by Subscriber in writing to Vendor from time-to-time. (The term "for its own internal business activities", as used in the immediately preceding sentence herein, means for Subscriber's (a) trading, for its own account or for the account of its customers, of commodity futures contracts, options on commodity futures contracts or similar derivative instruments, or (b) evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity future contracts, or like derivative instruments, subject to all of the limitations set forth below in this subparagraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.)

Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under paragraph 7 herein or otherwise set forth in this Addendum, that Subscriber shall not use or permit another person to use any Market Data for the purposes of determining or arriving at any price, including any settlement prices, for commodity futures contracts, options on commodity futures contracts, or like derivatives instruments traded on any exchange other than the Exchanges. Subscriber will abide by any other limitations on such use that any of the Exchanges may specify. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber's possession. (2) Notwithstanding (1) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers, branch offices, and guaranteed introducing brokers, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data. Such dissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthetization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of this Addendum. Notwithstanding the foregoing, in the event that a Subscriber is a newspaper which reports on, among other things, exchanges on which commodity futures contracts or options on commodity futures are traded, such Subscriber shall be permitted to publish, in its newspaper published for the day following the receipt by such Subscriber of the Market Data, the Market Data received by Subscriber from Exchanges on the day prior to such publication.

- (c) In the event that Vendor has agreed to permit Subscriber to receive, access or display Market Data through means other than a Vendor-provided Device, such as by means of: (i) the Internet, any Intranet or any other type of network; (ii) portable Devices (e.g., pocket pagers, personal digital assistants, laptop computers, etc.); and (iii) synthesized voice responses over telephones, Subscriber will use its best efforts to ensure that no other device, attachment or apparatus is used which may allow third parties not subject to Subscriber's reporting obligations under Section 3(b) above to access the Market Data.



4. REPORTING.

Subscriber agrees to furnish promptly to Vendor any information or reports that may be required by any of the Exchanges as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to Vendor any additional information or reports that may be required by the agreement between Vendor and Subscriber referred to in Section 3(a) as it relates to Subscriber's receipt of Market Data.

5. RIGHT OF INSPECTION AND AUDIT.

During regular business hours, any Persons designated by any Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3(b) and 4 in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½% per month), through Vendor, to compensate any Exchange that discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due such Exchange. Subscriber shall maintain the records and books upon which it bases its reporting for CBOE, CBOT, CME, KCBOT, or ONE CHICAGO Market Data for three (3) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases the reporting for NYMEX, COMEX, ICE FUTURES US, ICE FUTURES EUROPE, ICE FUTURES SINGAPORE or ICE FUTURES CANADA Market Data for six (6) years following the period to which the records and books relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay each Exchange's reasonable estimate of any discrepancy discovered pursuant to any such audit.

6. EXCHANGE FEES.

Subscriber will pay Vendor (unless Vendor has assumed Subscriber's payment obligations hereunder), for and on behalf of each of the Exchanges (as applicable), for the right to receive Market Data in accordance with the then-current fee schedule published by each of the Exchanges from time-to-time (including any and all applicable federal, state or local taxes). Each Exchange's fees are subject to modification by each of them at any time, without prior notice to Subscriber. In addition, Subscriber agrees to pay Vendor any penalties assessed against Subscriber by Vendor on behalf of any Exchange. Nothing herein shall limit a Vendor's obligation pursuant to separate agreement between Vendor and any of the Exchanges (as applicable) to pay Exchange fees.

7. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.

Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data from a Vendor that is authorized by the Exchanges to distribute the Market Data. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose. Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Vendor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Vendor. Subscriber agrees that the provision of Market Data by the Exchanges hereunder is conditioned upon Subscriber's strict compliance with the terms of this Addendum and that Vendor may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof, or whenever directed to do so by any of the Exchanges.

DISCLAIMER OF WARRANTIES.

SUBSCRIBER AGREES THAT NEITHER VENDOR NOR THE EXCHANGES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

8. LIMITATIONS OF LIABILITY AND DAMAGES.

Subscriber agrees that: (i) the provision of Market Data is made with equipment, communications devices, and/or leased lines not owned or operated solely by Vendor or the Exchanges; (ii) neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees or agents, guarantees the sequence, accuracy or completeness of the Market Data, nor shall any of them be liable to Subscriber or any other Person for any delays, inaccuracies, errors or omissions in Market Data, or in the transmission thereof, or for any other damages arising in connection with Subscriber's receipt or use of Market Data, whether or not resulting from negligence on their part a Force Majeure Event or any other cause beyond their reasonable control; and (iii) if the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees or agents shall be liable for any of the foregoing beyond the actual amount of loss or damage, or the sum of fifty dollars (USD50.00), whichever is less.



9. TERM AND TERMINATION.

Subject to Subscriber's strict compliance with the provisions of this Addendum, the provision of Market Data by any of the Exchanges hereunder will continue in force during the term of the agreement between Subscriber and Vendor and any renewal term thereof. In addition, it is understood that the provisions set forth in paragraphs 2(a) and 2(b) of this Addendum shall survive the termination of this Addendum. Vendor reserves the absolute right to terminate the current Market Data services provided by any of the Exchanges without prior notice to the subscribers.

10. INDEMNIFICATION.

Subscriber will indemnify, defend and hold Vendor and the Exchanges, and their respective members, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this Addendum, including, without limitation, any liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

11. MISCELLANEOUS.

In case of any breach by Subscriber of its obligations hereunder, each of the Exchanges will be considered to be a third-party beneficiary of this Addendum and may bring an action to enforce its terms directly against Subscriber. Any action arising out of this Addendum between the CFE, CBOT, CME, or ONE CHICAGO and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Any action arising out of this Addendum between the KCBOT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. Any action arising out of this Addendum between NYMEX, COMEX, ICE FUTURES US, ICE FUTURES EUROPE, ICE FUTURES SINGAPORE or ICE FUTURES CANADA and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York. Subscriber may not assign all or any part of this Addendum without the prior written consent of the Exchanges (as applicable). Neither Vendor nor Subscriber may modify or amend the terms of this Addendum. In the event of any conflict between the terms and conditions of this Addendum and any other agreement relating to Subscriber's receipt and use of Market Data, including, without limitation, the agreement between Vendor and Subscriber referred to in Section 3(a), the terms and conditions of this Addendum will prevail. If, for any reason, one or more provisions of this Addendum is held invalid, the other provisions of the Agreement shall remain in full force and effect.

DECLARATION AND SIGNATURE

BY ACKNOWLEDGING THESE TERMS, YOU AGREE THAT THE FOLLOWING IS TRUE: (1) YOU REPRESENT THAT YOU HAVE ACTUAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER; (2) THAT YOU HAVE READ THE TERMS STATED ABOVE; (3) YOU UNDERSTAND THE TERMS STATED ABOVE; (4) A PRINTOUT OF THE TERMS STATED ABOVE WILL CONSTITUTE A "WRITING" UNDER ANY APPLICABLE LAW OR REGULATION; AND (5) YOU AGREE TO ABIDE BY ALL THE TERMS OF THE AGREEMENT STATED ABOVE.

Client's Signature:

Date:

FOR OFFICIAL USE ONLY

Signature(s) Verified By:	Remarks (if any):
Date:	

NON-PROFESSIONAL SELF-CERTIFICATION FORM

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional."

Non-Professional shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

The Non-Professional Subscriber must:

- a) have an active securities trading account;
- b) be an individual, natural person or small business entity

The Non-Professional Subscriber must not:

- c) be a member (or hold or lease any type membership) of any exchange;
- d) be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority
- e) be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities

The Non-Professional Subscriber's Use of Information must:

- f) be solely for the Subscriber's personal or private use;
- g) be limited to managing the Subscriber's own assets, and not be used in connection with the management of any assets of any third party(ies) in any capacity

The Non-Professional Subscriber's Access to Information must only

- h) be via a maximum of two trading terminals per Distributor, permissioned for Real-Time Information and capable of routing orders to the NASDAQ Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional Subscriber will be considered a Professional Subscriber.

A Professional Subscriber must meet any one of the following criteria for the entire term of the subscription:

- a) be subscribing on behalf of a firm, corporation, partnership, trust, or association.
- b) Use the information in connection with any trade or business activities and not for personal investment.
- c) Plan to furnish the information to any other person(s).
- d) A securities broker-dealer, registered representative, investment advisor, investment banker, futures commission merchant, commodities introducing broker or commodity trading advisor, money manager, member of the Securities Exchange or Association or Futures Contract market, or any owner, partner, or associated person of the foregoing.
- e) Is employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity

Notwithstanding anything herein, NASDAQ reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. NASDAQ reserves the right to amend this policy or terminate reduced fees for Non - Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor's review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

DECLARATION AND SIGNATURE

Declaration for Non-Professional Self-Certification Form

I hereby certify that I qualify as a Non-Professional pursuant to the definition described herein:

Declaration for Uniform Subscriber Addendum

By acknowledging these terms, you agree that the following is true: (1) that you have read the terms stated above; (2) you understand the terms stated above; (3) a printout of the terms stated above will constitute a "writing" under any applicable law or regulation; and (4) you agree to abide by all the terms of the agreement stated above.

Client's Signature

Date

FOR OFFICIAL USE ONLY

Signature(s) Verified By:

Remarks (if any):

Name:

Date: