

OCCUPATION

Grid for occupation details

*(If you are currently a Homemaker/Unemployed/Retiree, please indicate your previous occupation as well)

DESIGNATION

Grid for designation details

YEARS IN EMPLOYMENT / BUSINESS

Month / Year grid

CURRENT ANNUAL INCOME

Income brackets: 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

Net worth brackets: 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 3,000,001

SOURCE OF FUNDS

(you may tick more than 1 choice)

Source of funds: Employment, Business, Investment, Inheritance, Others

SOURCE OF WEALTH

(you may tick more than 1 choice)

Source of wealth: Employment, Business, Investment, Inheritance, Others

ESTIMATED CAPITAL INJECTION

Grid for capital injection

C. SPOUSE / NEXT OF KIN INFORMATION

SALUTATION

Salutation: Mr., Mdm., Ms., Others

NAME (As per NRIC/passport)

Grid for name

NATIONALITY

Nationality: Malaysian, Others, Malaysian PR (Foreigner Only), Yes, No

NRIC / PASSPORT NO.

Grid for NRIC/passport no.

DATE OF BIRTH

Grid for date of birth

GENDER

Gender: Male, Female

RELATIONSHIP

Grid for relationship

OCCUPATION

Grid for occupation

CONTACT INFORMATION

Contact info: Office/Home, Mobile

D. SUPPLEMENTARY INFORMATION

1. BANKING DETAILS (1)

Banking details 1: Name of bank, Branch, Account type, Account no.

BANKING DETAILS (2)

Banking details 2: Name of bank, Branch, Account type, Account no.

2. DO YOU HAVE ANY TRADING EXPERIENCE?

Trading experience: Derivatives, Equities, Margin Trading, Leveraged Forex, Others

3. INVESTMENT OBJECTIVES

Investment objectives: Arbitrage, Hedge, Speculation, Source of Income, Net Worth Growth, Capital Preservation

4. RISK TOLERANCE

Risk tolerance: Low, Medium, High

5. HOW DO YOU KNOW ABOUT PHILLIP CAPITAL SDN BHD?

How to know: Advertisement, Friend, Seminar, Website, Others

6. DO YOU HAVE ANY ACCOUNT WITH PHILLIPCAPITAL GROUP?

Account with PhillipCapital: YES, NO, If yes, state details?

7. DO YOU HAVE ANY IMMEDIATE FAMILY MEMBER WHO IS A STAFF OF PHILLIP GROUP?

Family member: YES, NO, If yes, state name(s) and relationship?

8. ARE YOU A DIRECTOR, PARTNER OR EMPLOYEE OF ANOTHER MEMBER OF THE EXCHANGE?

Other member: YES, NO, If yes, with whom?

E. DECLARATION

1. FATCA Declaration

Do you own any of the following:

US Identification No.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Standing instructions for fund transfer to a US account	<input type="checkbox"/> YES <input type="checkbox"/> NO
US Place of Birth	<input type="checkbox"/> YES <input type="checkbox"/> NO	Power of Attorney of Signatory with the US address	<input type="checkbox"/> YES <input type="checkbox"/> NO
US Phone No.	<input type="checkbox"/> YES <input type="checkbox"/> NO	US "In-Care-of" or "Hold Mail Address"	<input type="checkbox"/> YES <input type="checkbox"/> NO
US Address	<input type="checkbox"/> YES <input type="checkbox"/> NO		

Remark:- It is the responsibility of a US Person to declare the legitimate interest, information on foreign financial accounts and offshore assets to the regulators pursuant to *Foreign Account Tax Compliance Act (FATCA)*. PCSB will not be liable for any claims, demands, losses, penalties, fines, damages, costs and/or expenses resulting from misinterpretation with regards to the tax declaration if any.

2. Directorship Declaration

Are you a director of any listed corporation, wherever incorporated? YES NO

Pursuant to 317 (A) Capital and Markets Services Act 2012, a director or an officer of a listed corporation or any of its related corporations shall not do or cause anyone to do anything with the intention of causing wrongful loss to the listed corporation or any of its related corporations irrespective of whether the conduct causes actual wrongful loss. "Director" includes a person who is a director, chief executive officer, chief operating officer, chief financial controller or any other person primarily responsible for the operations or financial management of a company, by whatever name called.

If yes, please provide the details as follow:-

Company Name	Designation	Shareholding	Country

3. Politically-Exposed Person (PEP) Declaration

Are you a PEP as defined below? YES NO

PEP means:

- Foreign PEP i.e. individual who is or who has been entrusted with prominent public functions by a foreign country
- Domestic PEP i.e. individual who is or has been entrusted domestically with prominent public functions
- Person who is or has been entrusted with a prominent function by an international organization which refers to member of senior management
- Family members of PEP (related to a PEP either directly (consanguinity) or through marriage)
- Close associates of PEP (an individual reasonably known to the reporting institution to be closely connected to a PEP, either socially or professionally)

If yes, please provide the details as follow:

Name	Relationship with Client	Occupation / Designation	Employer / Country

Remarks:- Pursuant to the Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries, Enhanced Customer Due Diligence (ECDD) is to be conducted on clients who are classified as PEP. Therefore, it is the responsibility of the client to declare whether he/she is a PEP. PCSB will not be liable for any claims, demands, losses, penalties, fines, damages, costs and/or expenses resulting from the non-declaration of the above.

4. Declaration and Undertaking on Domestic Borrowing Pursuant to Rules of Bank Negara Malaysia: Foreign Exchange Administration (Applicable to Malaysian Residents Only)

*Kindly tick box (a) if you have domestic borrowing or box (b) if you do not have domestic borrowing or box (c) if you are not Malaysian Resident

- I/We hereby declare that pursuant to Foreign Exchange Administration Policies issued by Bank Negara Malaysia ("BNM"),

(a) **I/We am/are Malaysian Resident with domestic borrowing***

I/We further declare that my/our investments abroad, shall and does not at any time exceed RM 1,000,000.00 (Ringgit Malaysia One Million) per calendar year, where it involves conversion of Ringgit Malaysia into foreign currency.

I/We undertake to seek specific approval from BNM if my/our currency conversion for the purpose of foreign investment is to exceed RM1,000,000.00 in a calendar year and I/we further undertake to deliver to PCSB a copy of the specific approval granted to me/us by BNM.

I/We shall promptly inform PCSB in the event where there is such currency conversion made by me/us that exceeds the amount of RM 1,000,000.00, or such other amount as approved by BNM, within a calendar year.

(b) **I/We am Malaysian Resident with no domestic borrowing***

I/We hereby undertake to notify PCSB immediately in writing should there be any subsequent domestic borrowing.

(c) **I/We am NOT Malaysian Resident.**

- I/We undertake to obtain any approval from BNM or other relevant regulatory authority(s), if required, in relation to trading in foreign futures contracts. I/We hereby consent PCSB to disclose to or inform BNM or other relevant regulatory authority(s), if the same is required, following the disclosure made by me/us to PCSB in accordance with the above clauses, and I/we shall indemnify the Company for any penalty that may occur arising from my/our declaration to the above clauses.
- In the event there are changes to the circumstances and/or details contained in this declaration and undertaking, I/we undertake to update PCSB of the changes immediately, failing which you may proceed to take any actions you deem fit without further reference to me/us.

*Not limited to any conventional and/or Islamic advances, loan, trade financing, hire purchase, factoring, leasing facilities, redeemable preference shares, or similar facilities in whatever name or form in Ringgit Malaysia, excluding but not limited to inter-company credit facilities within corporate group in Malaysia, trade credit terms extended by a supplier for all type of goods and services, forward exchange contracts entered with licensed onshore banks and approved merchant banks, one personal housing loan and one vehicle loan obtained from residents, credit card and charge card facilities and the list is by no means exhaustive.

5. Common Reporting Standard (“CRS”) Self-Certification Form

For individual and Corporate, please complete declaration below.

I/We declare that I/We are

Tax resident in Malaysia ONLY. **Please leave the following table empty.

Foreign tax resident (other than Malaysia). Please list ALL the countries in which you are foreign tax resident in the following table:

Name	Country of Tax Residence	Tax Identification No.

Declaration

I/We 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/We hereby acknowledge and consent that Phillip Capital Sdn Bhd (PCSB) shall have the right to provide my/our personal data and information to regulatory authorities in accordance with the requirements of Common Reporting Standard (CRS) for the Automatic Exchange of Financial Account Information as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

If there is any update to the account information/tax residency status or if updates reveal any change of tax residency status, I/We hereby agree to notify and furnish PCSB with the relevant documentary evidence within 30 days of such change.

I/We certify that I/we am/are the Account Holder (or am authorized to sign for the Account Holder) of all the account(s) to which this form relates.

Definitions:

- (1) The term “Financial Institution” means a Depository Institution, Custodial Institution, Investment Entity or a Specified Insurance Company. Please refer to the CRS guidance available in Lembaga Hasil Dalam Negeri (LHDN) website for further information.
- (2) The term “NFE” refers to “Non-Financial Entities”, which means entity that is not a Financial Institution.
- (3) The term “Active NFE” means entities that :
 - (a) DO NOT primarily receive passive income or primarily hold amounts of assets that produce passive income (such as dividends, interest, rents etc.).
 - (b) include entities that are publicly traded (or related to a publicly traded entity), Governmental Entities, International Organizations, Central Banks, or a holding NFEs of non-financial groups.
- (4) The term “Passive NFE” means any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction is treated as a Passive NFE for purposes of the CRS.
- (5) The term “Controlling Person” means a natural person who exercise control over an entity. If the Controlling Person(s) of Passive NFE who hold directly/indirectly more than 25% of the shares/ voting rights are foreign tax resident(s), please list all the countries in which the Controlling Person(s) are foreign tax resident(s).
- (6) A U.S. citizen is considered a tax resident of the United States even if he / she is a tax resident of another jurisdiction. If you are a tax resident of the United States, please provide your U.S. TIN using Form W-9.

F. DECLARATION, ACKNOWLEDGEMENT AND AUTHORIZATION

DECLARATION AND AUTHORISATION

- I/We hereby declare that I/we have read and fully understood the contents of this Declaration and Authorization ("DA") and all the Terms and Conditions attached herein, Risk Disclosure Statement and Explanatory Statement. I/We acknowledge that I/we have received a copy of the Terms and Conditions and the Other Documents (Risk Disclosure Statement and Explanatory Statement). I/We agree to be bound by the DA, the Terms and Conditions and the terms under the Other Documents (whichever relevant) and any amendments, variations or modifications thereto as may be made and/or imposed by PCSB from time to time, and I/we am/are deemed to have been notified of such amended, varied or modified DA, Terms and Conditions and the terms under the Other Documents (whichever relevant) upon the same being made available on the website(s) of PCSB or being made available at the premises of PCSB. I/we am/are deemed to have accepted such amendments, variations, or modifications in the event where I/we continue with my/our trading or investment with PCSB. I/We further declare that I/We have read and fully understood the contents of the Risk Disclosure Statements and the respective documents attached thereto, which have been explained to me/us.
- I/We solemnly declare I/we am/are the principal for dealing in derivatives in respect of my/our derivatives trading account.
- I/We declare I/we am/are over 18 years old and that have not been adjudicated or declared a bankrupt and have not committed an act of bankruptcy and have no knowledge of any bankruptcy petition presented against me/us in any court of competent jurisdiction.
- I/We declare that all particulars and information given herein are true and correct and that I/we have not withhold any material facts or information from PCSB. PCSB is entitled to fully rely on such information for all purposes unless PCSB receives notice in writing from me/us informing otherwise. I/We further undertake to furnish PCSB with additional particulars as PCSB may require from time to time.
- I/We undertake to notify PCSB in writing of any changes in the information provided herein by me/us. I/We agree that such changes shall be effective seven (7) business days after PCSB's receive my/our notice.
- I/We agree to be bound by the Rules and Regulations of Bursa Malaysia Derivatives Berhad ("Bursa Derivatives") and Bursa Malaysia Derivatives Clearing Berhad ("Bursa Clearing") and the Rules of the Specified Exchanges and any other relevant regulatory body(ies) governing dealing in derivatives quoted on Bursa Derivatives or other exchanges, as the same may be in force from time to time at any time. PCSB reserves the right to reject any application which does not conform to the requirements of the policies and guidelines set by PCSB.
- I/We agree that PCSB shall be entitled to act upon and I/We shall accordingly be bound by any notice or other communication received by PCSB and believed by PCSB to have been given or made by a person authorized by me/us and the transaction executed pursuant to such instructions shall accordingly be binding on me/us. Where any instruction is ambiguous or inconsistent with any other instruction, PCSB shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of PCSB believes in good faith to be the correct interpretation.
- PCSB shall not be liable to me/us for acting upon any instruction communicated or purportedly communicated by me/us to PCSB over the telephone or in writing and signed or purportedly signed by me/us or given or transmitted purportedly or given or transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by me/us. Any risks of misunderstanding, any error or loss resulting from instruction given by unauthorized persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely my/our risk for which PCSB shall not be liable for.
- I/We am/are aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to PCSB and I/we shall give PCSB facsimile or electronic mail instruction assuming such risks. PCSB shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of PCSB acting upon facsimile or electronic mail instruction so long as the signatures appearing on any such facsimile or electronic mail instruction appear on verification to be or purported to be in accordance with my/our specimen signature. For the purpose of assessment of this application and thereafter for any other purpose required as long as my/our account is opened, I/we authorize PCSB to conduct independent verification and/or inquiries in respect of any information that I/we have declared or furnished or will declare or furnish to PCSB from time to time with any authorities and/or credit reference agencies and/or any other organizations deemed relevant by PCSB whether in Malaysia or elsewhere and I/we undertake to furnish any additional information that PCSB may require for its assessment of the application and from time to time after the application had been approved. I/we further consent and authorize the relevant authorities and/or credit reference agencies or any other relevant organizations whether in Malaysia or elsewhere to disclose my/our information to PCSB.
- I/We hereby undertake to fully, unconditionally and irrevocably indemnify PCSB and keep PCSB indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and/or expenses which PCSB may sustain, incur or be liable to, in consequence of, or attributable to or arising from, any breach by me/us of my/our obligations including any costs reasonably and necessarily incurred by PCSB in collecting any debts due to PCSB or in connection with the closure of the trading accounts, or any appointment made by me/us, and/or any request or authorization given by me/us, and/or any false declaration(s) on my/our part in the Terms and Conditions howsoever arising. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of my/our account with PCSB. Neither PCSB or its associates, or related companies of PCSB's holding company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by me/us such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort, arising directly or indirectly with or arising out of this DA, and/or the Terms and Conditions herein. I/We further undertake to indemnify PCSB and/or its associated, or related companies of PCSB from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by me/us pursuant to the Terms and Conditions and/or the DA stated herein.

[English Language Version] : Personal Data Protection Act ("ACT")

- In order for PCSB to discharge its functions under this Terms and Conditions or pursuant to the relevant laws or regulations, I/we hereby acknowledge that PCSB may engage service providers or such other persons via an outsourcing arrangements to provide services to PCSB (including mailing services, information technology services, data processing statistical and risk analysis and other services determined from time to time). I/We hereby acknowledge that in the course of providing the services to PCSB, such service providers or such other persons may have access to certain information and documents relating to my/our trading account and thereby I/we agree that such disclosure of information and documents is permissible.
- In addition to the above, I/we hereby authorize and permit PCSB to divulge, reveal or disclose any information relating to my/our account to:
 - any assignee or transferee or prospective assignees or transferees of PCSB's credit facilities, business and undertaking or such part thereof;
 - any person with whom PCSB may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or service hereunder;
 - any persons or entities participating in the merger/acquisition or proposed merger/acquisition of PCSB or its holding company/another company; and
 - any other persons at anytime:
 - which PCSB or any officers in good faith considers appropriate for any purpose in connection with the Terms and Conditions; or
 - where such particulars of my/our account was inadvertently divulged, revealed or disclosed to/or accessed by such persons through no wilful default of PCSB or its officers.
- I/We hereby allow PCSB and/or its authorized agents, service providers or sub-contractors to obtain or be granted access to my/our information or documents relating to my/our affairs in particular, my/our account (for example account particulars, balances and/or transactions) maintained with the relevant authorities (whether locally or abroad), agents and/or service providers. This consent is irrevocable and I/we shall not hold PCSB and/or its authorized agents, service providers or sub-contractors liable for any losses arising thereof.
- I/We authorize PCSB to process, use, record, store, share with or disclose my/our information/data pertaining to my/our trading account to the following parties including without limitation, any members of PCSB's group of companies, its parent company and/or its related companies, PCSB's vendors, contractors, service providers, enforcement agencies, regulators, authorities or other parties authorized and/or required by law or regulation, as and when required whether in Malaysia or elsewhere in relation to the provision of products and services offered by or through PCSB for the following purposes including but not limited to:-
 - soliciting margin contributions for my/our derivatives trading account.
 - entering into business transactions with me/us.
 - delivering the necessary notices, services and/or products in accordance with PCSB agreement with me/us.
 - communicating with me/us as part of PCSB's client-business relationship.
 - sending important information to me/us regarding changes of PCSB's policies, other terms and conditions and other administrative information.
 - assessing my/our eligibility for suitable derivatives trading strategies plans, and processing my/our funds and other payments.
 - preventing, detecting and investigating crime, including fraud and money laundering, and analyzing and managing other commercial risks.
 - providing marketing information to me/us (including information about other products and services offered by companies within the Phillip Capital Malaysia group and selected third-party partners) in accordance with preferences I/we have expressed.
 - allowing me/us to participate in contests, prize draws and similar promotions, and administering these activities. Some of these activities have additional terms and conditions, which could contain additional information about how PCSB uses and discloses my/our personal data, which I/We undertake to read carefully.
 - complying with internal policies and procedures such as for auditing, finance and accounting, IT systems, data and website hosting, business continuity records, document and print management.
 - resolving complaints and handling requests for data access or correction.
 - complying with legal process and responding to requests from public regulatory and governmental authorities.
 - establishing and defending the legal rights, privacy, safety or property of PCSB and/or related companies and pursuing available remedies or limiting PCSB's damages.
- I/We further authorize PCSB to disclose any information relating to my/our account to PCSB or any CMSRL holder nominated by me/us or appointed by PCSB, to PCSB's branches and its related group of companies.
- I/We further authorize and consent to the disclosure by PCSB of any information relating to my/our account upon the demand, order or request by Bursa Derivatives or any other authority(ies) having jurisdiction over PCSB, or any government authority, statutory body or court of law, PCSB's auditors, legal counsels and other professional advisors.

[Malay Language Version] : Akta Perlindungan Data Peribadi 2010

- Bagi membolehkan PCSB untuk melaksanakan fungsinya di bawah Terma dan Syarat ini atau mengikut undang-undang dan peraturan yang berkaitan, saya dengan ini mengakui bahawa PCSB berhak untuk menemui penyedia perkhidmatan atau mana-mana pihak lain yang seumpamanya melalui khidmat pihak ketiga untuk menyediakan perkhidmatan kepada PCSB (termasuk perkhidmatan mel, perkhidmatan teknologi maklumat, pemrosesan data statistik dan analisis risiko dan lain-lain perkhidmatan yang ditentukan dari masa ke masa). Saya disini mengakui bahawa dalam usaha menyediakan perkhidmatan tersebut kepada PCSB, penyedia perkhidmatan tersebut atau pihak-pihak lain yang seumpamanya boleh mengakses kepada maklumat dan dokumen tertentu yang berkaitan dengan akaun dagangan saya dan dengan itu saya bersetuju bahawa pendedahan maklumat dan dokumen seperti yang sedemikian adalah dibenarkan.
- Tambahan kepada yang di atas, saya dengan ini memberi kuasa dan membenarkan PCSB dan pegawainya untuk memaparkan, mendedahkan dan menunjukkan maklumat berkaitan dengan akaun saya kepada:
 - mana-mana pihak yang dilantik atau yang dipindahkan atau pihak yang dilantik secara prospektif atau pihak yang dipindahkan tugasnya berkaitan kemudahan kredit, perniagaan dan pelaksanaan sebahagian tugas-tugas lain milik PCSB;
 - mana-mana orang perseorangan yang PCSB boleh menyertai (atau mempunyai potensi untuk menyertai) dalam apa jua bentuk penyertaan atau sub-penyertaan berkaitan dengan apa jua transaksi atau perkhidmatan seperti yang diterangkan selanjutnya;
 - mana-mana orang perseorangan ataupun entiti yang menyertai dalam penggabungan / pengambil alihan PCSB atau syarikat dibawahnya dengan / bersama syarikat lain; dan
 - mana-mana pihak lain pada bila-bila masa:
 - yang PCSB atau mana-mana pegawai beranggapan ianya sesuai untuk apa jua tujuan yang selaras dengan Terma dan Syarat; atau
 - yang mana butiran dalam akaun saya tersebut dipaparkan, didedahkan atau ditunjukkan kepada / atau diakses secara tidak sengaja oleh perseorangan tersebut yang bukan atas kehendak PCSB atau pegawainya.
- Saya mengakui bahawa PCSB dan / atau ejennya yang diberi kuasa, penyedia perkhidmatannya atau / sub-kontraktornya boleh mendapatkan atau diberikan akses kepada maklumat atau dokumen saya yang berkaitan dengan hubungan saya dengan akaun saya (sebagai contoh butiran akaun, baki dan / atau transaksi) yang dijaga oleh pihak berkuasa yang berkaitan (sama ada dalam mahupun luar negara),

ejen dan / atau penyedia perkhidmatan. Pengakuan ini tidak boleh dibatalkan dan saya tidak akan meletakkan tanggungjawab ke atas PCSB untuk menanggung sebarang kerugian yang timbul hasil dari perkara tersebut.

20. Saya memberi kuasa kepada PCSB untuk memproses, menggunakan, merekodkan, berkongsi dengan atau mendedahkan maklumat / data saya yang berkaitan dengan akaun dagangan saya kepada pihak-pihak berikut tanpa sebarang had, termasuklah mana-mana ahli kumpulan syarikat PCSB, syarikat induknya dan / atau syarikat yang berkaitan dengannya, vendor PCSB, kontraktor, penyedia perkhidmatan, agensi penguatkuasaan, pengawal selia, pihak berkuasa atau lain-lain pihak yang diberi kuasa dan / atau diperlukan oleh undang-undang dan peraturan, seperti dan apabila dikehendaki sama ada di Malaysia ataupun tempat lain berhubungan dengan peruntukan produk dan perkhidmatan yang ditawarkan oleh atau melalui PCSB untuk tujuan-tujuan yang tidak terhad kepada hanya yang berikut, termasuklah:
 - i) mengutip sumbangan margin untuk akaun dagangan kontrak hadapan dan derivatif anda
 - ii) memasuki transaksi perniagaan dengan anda
 - iii) menghantar notis, perkhidmatan dan / atau produk mengikut persetujuan bersama antara kami dan anda.
 - iv) komunikasi dengan anda sebagai sebahagian dari hubungan pelanggan-perniagaan kami.
 - v) menghantar maklumat penting kepada anda berkaitan perubahan polisi, lain-lain terma dan syarat dan maklumat pengurusan kami yang lain.
 - vi) mengukur kelayakan anda bagi plan strategi dagangan kontrak hadapan dan derivatif yang sesuai, dan memproses dana anda dan pembayaran lain.
 - vii) menghalang, mengesan dan menyiasat jenayah, termasuklah fraud dan pengubahan wang haram, dan menganalisis dan menguruskan risiko-risiko komersil lain.
 - viii) menyediakan maklumat pemasaran kepada anda (termasuklah maklumat berkenaan produk-produk lain dan dan perkhidmatan-perkhidmatan yang ditawarkan oleh syarikat-syarikat dalam kumpulan Phillip Capital Malaysia dan pasangan pihak ketiga yang terpilih) selaras dengan keutamaan yang anda telah nyatakan.
 - ix) membolehkan anda untuk mengambil bahagian dalam pertandingan, cabutan bertuah, dan promosi yang seumpamanya, dan mengendalikan aktiviti-aktiviti ini. Beberapa aktiviti ini mempunyai terma dan syarat tambahan, yang boleh mengandungi maklumat tambahan berkenaan bagaimana kami gunakan dan dedahkan data peribadi anda, yang anda mesti baca dengan teliti.
 - x) mematuhi polisi dalaman dan prosedur seperti pengauditan, kewangan dan perakaunan, sistem IT, data dan hosting laman web, rekod kesinambungan perniagaan, dokumen dan pengurusan cetakan
 - xi) menyelesaikan aduan dan mengendalikan permintaan untuk akses dan pembetulan data.
 - xii) mematuhi proses undang-undang dan membalas permintaan daripada pihak-pihak yang berkuasa awam undang-undang dan kerajaan
 - xiii) mewujudkan dan mempertahankan hak undang-undang privasi, keselamatan dan harta syarikat kami dan/ atau syarikat berkaitan dan melaksanakan langkah pembaikan yang ada atau menghadkan kerosakan kami.
21. Saya juga memberi kuasa kepada PCSB untuk mendedahkan apa jua maklumat berkaitan dengan akaun saya yang boleh diakses oleh PCSB atau CMSR yang dicalonkan oleh saya atau dilantik oleh PCSB, kepada cawangan PCSB dan kumpulan syarikat yang berkaitan.
22. Saya juga memberi kuasa dan membenarkan PCSB untuk mendedahkan apa jua maklumat berkaitan dengan akaun saya apabila diperlukan, diarah atau diminta oleh Bursa Derivatif atau mana-mana pihak berkuasa lain yang mempunyai hak bidang kuasa ke atas PCSB atau mana-mana pihak berkuasa kerajaan, badan berkanun atau undang-undang mahkamah, jurauudit milik PCSB, penasihat undang-undang dan penasihat profesional lain.

23. I/We agree and accept that PCSB has a legal obligation under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") (including any amendments, variations, and/or modifications as may be made at any time and from time to time) and any guidelines issued by any regulators, authorities and/or statutory bodies including the AMLATFPUAA Sectorial Guidelines 1 for Banking and Financial Institutions to report transactions that PCSB may have reason to suspect, involving proceeds of any unlawful activity. In this regard, where any suspicion of money laundering and/or financing of terrorism arises, PCSB is therefore authorized to report its suspicions to the Financial Intelligence Unit in BNM or to such any other regulatory bodies without first obtaining my/our approval. I/We agree that I/we shall not hold PCSB liable in any proceedings (whether civil, criminal or otherwise) for disclosure of any information in any suspicious transaction report made by PCSB in good faith, nor for any delay and/or refusal by PCSB in carrying my/our instructions in the event deemed necessary by PCSB. I/We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, authorities and/or statutory bodies for the purpose of complying with the respective anti-money laundering legislation in the applicable jurisdiction where transactions are to be executed from time to time. I/We further agree to comply with any requests from PCSB made to comply with the AMLATFPUAA and to provide such satisfactory documents in relation to my/our account.
24. I/We undertake and confirm that I/we am/are not involved/engaged in any activity(ies) relating to export, transshipment or bringing into transit of any strategic items (dual-use items, including arms and related material) either as broker, trade exporter, cargo agent, carrier, freight forwarder, feeder operations, logistic or service provider of technology, that will facilitate the design, development and production of weapons of mass destruction and their delivery systems as legislated and/or prohibited by the Strategic Trade Act 2010 ("STA"), such activity(ies) to be known as "STA related activities". I/We understand that PCSB may use all information gathered in relation to the account with PCSB for verification purposes to ensure compliance with the STA. In the event that I/We subsequently become involved in the STA related activities, I/we undertake to immediately notify PCSB in writing of such involvement/engagement. I/We acknowledge and agree that PCSB shall take such action as is deemed necessary in relation to my/our trading account, including notifying the regulators of the STA (which include but not limited to the Ministry of International Trade and Industry) of my/our involvement/engagement in the STA related activities. I/We accept that PCSB may at its discretion decline my/our application for opening of account or closing/terminating my/our trading account as the case may be, without any further reference to me/us. I/We agree and acknowledge that PCSB is absolved of all and any liabilities to me/us in this regard.
25. In the event of any requirement pursuant to any local or foreign law or regulation that requires PCSB to withhold any of the proceeds arising from the trades or transaction herein, I/we irrevocably consent to such withholding by PCSB.
26. I/We hereby confirm that I/we give consent to PCSB on using electronic means to provide trade contract notes and other statements of account to me/us in respect of the trading account opened with PCSB. In this connection, I/we understand and accept that any statements issued to me/us via the email address specified by me/us shall be effective when transmitted and I/we shall accept all risk of non-delivery, late and/or non-delivery associated with electronic mailing.
27. I/We acknowledge that the contract specifications for any products associated with trading of derivatives can be found on the website of Bursa Derivatives or the respective websites of the specified exchanges. I/We undertake to read and understand the contents of such contract specifications and agree to be bound by all the Terms and Conditions therein prior to my/our execution with PCSB any transaction(s) thereof. I/We understand that a copy of such contract specifications shall be made available to me/us upon my/our request.
28. I/We authorize PCSB to distribute and/or apportion my/our trading limit for derivatives trading transaction(s) at the absolute discretion of PCSB.
29. I/We authorize PCSB to convert the appropriate amount of my/our fund to compensate any deficit corresponding to my/our trading in foreign currencies denominated products and/or initial margin of my/our account (on the next trading day of such occurrence). I/We further acknowledge and agree that there will be interest charged at prevailing rate determined by PCSB on any negative equity, initial margin and/or margin deficit in my/our account. I/We further agree that PCSB may impose any reasonable charges and fees as allowed by Bursa Derivatives or other relevant authorities including for the administration and management of my/our account.
30. I/We agree that PCSB shall not be responsible or liable to me/us in the event the agents or entities appointed by PCSB to perform any obligations as stated in the Terms and Conditions goes into liquidation or insolvency and further agree that PCSB shall not be liable in respect of the acts or omission of any entity providing any services including clearing, settlement facilities and/or custodian services.
31. I/We undertake to further indemnify PCSB for any loss, cost (including legal costs), claims, liabilities or expenses arising out of or connected with any transaction or instruction that may be carried out by PCSB on behalf of me/us having to act on my/our instruction or at my/our request, breach by me/us of my/our obligations, including but not limited to any costs reasonably and necessarily incurred by PCSB in buying-in or selling-off or collecting any debts due to PCSB or in connection with the closure of the trading account, and breach, failure or omission of the foreign broker/agent custodian appointed on my/our behalf. This obligation to indemnify PCSB survives the termination of these Terms and Conditions.
32. I/We hereby acknowledge and agree that PCSB prohibits (i) any payments for my/our account to be made by a third party, (ii) for my/our payments to be made to any account held by an individual, irrespective of whether the individual is a CMSRL holder, and (iii) where I/we have multiple accounts, for any payment made by me/us to be credited into more than one account. I/we hereby undertake to ensure that this is complied with during the tenure of my/our account, and failure of which may be an event of default.
33. I/We acknowledge that this application is subject to the approval of PCSB and PCSB has the absolute discretion to approve or reject this application without assigning any reasons thereto.
34. I/We hereby declare that for as long as my/our account remains opened with PCSB, the consents given hereunder shall be irrevocable.
35. Upon the occurrence of any event of default including non-repayment of losses, breach of contract or declaration of bankruptcy, I/we agree and undertake to immediately cease trading and shall forthwith notify PCSB in writing of the occurrence of such event(s). I/We agree that until written notice of such event is given to PCSB, all orders carried out by me/us under my/our trading account shall be valid and enforceable against me/us.

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

SUBSCRIBED and SOLEMNLY declared by the abovementioned

This _____ day of _____ (month), _____ (year)

Signature of Client : _____

Signature of Witness : _____

Name : _____

Name : _____

NRIC / Passport No. : _____

NRIC / Passport No. : _____

FOR OFFICE USE ONLY

i) Know-Your-Client ("KYC")

No.	Details	Yes	No	Remarks
1.	Have you known the Client for more than 6 months?	<input type="checkbox"/>	<input type="checkbox"/>	If No, please indicate duration :
2.	Did you get to know the Client through your personal contact / social networking?	<input type="checkbox"/>	<input type="checkbox"/>	If No, please specify :
3.	Do you have previous dealing with the Client?	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Does the Client have sound financial viability and credibility?	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Have you sighted the Client's original NRIC / Passport?	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Have you explained the contents of the Declaration and Authorization, Explanatory Statement and Risk Disclosure Statement to the Client?	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Is the Client actively involved in any political activities or government or political linked?	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Face to face verification for account opening	<input type="checkbox"/>	<input type="checkbox"/>	If No, please indicate alternatives:
9.	Is the Client referred by Marketing Representative?	<input type="checkbox"/>	<input type="checkbox"/>	If Yes, please indicate:- MR Name : Agent Code : Firm Name :

ii) Declaration by CMSRL holder

I, the Capital Markets Services Representative's License holder of this client, hereby declare that the given information is true to the best of my knowledge and I am of the opinion that the client is fully aware of the risk and nature of dealing in derivatives contracts. I recommend that a trading account to be opened for this client and I hereby agree to accept the above named person as PCSB's client. By signing below, I agree to abide by the Terms and Conditions with PHILLIP CAPITAL SDN BHD.

Signature : _____
Name : _____
NRIC No. : _____

Designation : _____
Date : _____

iii) Recommended trading limit: _____ (lots / overnight)

iv) Recommended commission rate (Futures):-

Recommended commission rate (CFD):-

Commission Rates (per side)		
Products	E-trading	Call-in

Commission Rates (per side)		
Products	E-trading	Call-in

APPROVAL BY EXECUTIVE DIRECTOR / AUTHORIZED AUTHORITY(IES)

Status : **Approved / Rejected**

Approved Trading Limit : _____ (lots / overnight)

Remarks : _____

Authorised Signatory : _____
Date : _____

FOR OFFICE USE ONLY

Client's Background Checking

	Pass	Fail	Remarks
Credit Check (Experian)			
Dow Jones Check			
US Indicia Check			
Others:			

Account Opening Form Review

	Reviewed By	Verified By	Reviewed By Compliance
Signature			
Name			
Designation			
Date			

Account Creation

	CQMY	BURSA-DCS
Data Entry By		
Verified By		
Approved By		
Date		

Account Setup

Beneficiary Bank : _____ Amount : _____
Transaction Method : Cash Deposit / Online Transfer / ATM Transfer / Cheque / Telegraphic Transfer
Transaction Details : _____ Commission Setup : _____

	CQMY	TRADING PLATFORM
Position Limit		
Percentage of Margin		

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辉立资本私人有限公司

PHILLIP CAPITAL SDN. BHD. (199501033331/ 362533-U)

A Participating Organisation of Bursa Malaysia Securities Berhad,
A Trading Participant of Bursa Malaysia Derivatives Berhad,
(Capital Markets Services Licence No: CMSL/A0233/2008)
B-18-6, Megan Avenue II,
No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia.
Tel no: (+603) 2783 0388 Fax no: (+603) 2783 0399

EXPLANATORY STATEMENT

Description

This document seeks to explain in general terms:-

- i) the nature of futures contracts
- ii) the obligation assumed by a client who instructs a futures broker to enter into futures contracts

This document contains other relevant information, however no document can exhaustively deal with all the matters relevant to a decision in trading futures contracts.

Before trading in futures contracts, you should be aware of risks involved and be satisfied that futures trading is suitable for your purpose. In particular, you should carefully read the risk disclosure statement attached to this document which you are required to sign.

Should you have any doubt as to the obligation or other risks involved, you should ask your futures broker or seek other professional advice.

1. The Nature of Futures and Option Contracts

Futures Contracts

Futures contracts are standardized legal agreements to buy or sell a commodity or financial instrument at some time in the future. They aid traders in managing risks associated with price fluctuations of commodities and financial instruments. In addition to risk management, some traders (speculators) trade in the hope of profiting from the price fluctuations of the commodities and financial instruments.

There are two kinds of futures contracts:-

- i) deliverable contracts, under which the seller agrees to deliver to the buyer, and the buyer agrees to take the delivery of the specified asset or commodity and its quantity as described in the contract; and
- ii) cash settlement contracts, under which the two parties would exchange the difference in the associated cash positions based on the difference between the agreed price and spot price of the asset on the settlement date

The terms and conditions of trading futures contracts are as set out in the rules and regulation of the exchange on which the contract was made. Information in this document is intended to refer to any futures contracts traded on any exchange, however there may be differences in the procedure and regulations of the market from one country to another and one exchange to another.

Futures contracts have standardized delivery/settlement dates for periods of up to two years in the future, although the vast majorities are for settlement within six months after the agreement is made. Note that deliverable contracts involve an obligation to deliver or take delivery at maturity, and it is not advisable to enter into such contracts in the last weeks before maturity unless actual delivery is intended.

The price of the commodity or security is determined in the market place by means of an open outcry system or an electronic system and it represents a consensus opinion as to what the price of the commodity should be at the specified future time.

All futures contracts are standardized and predetermined by their specific exchanges, thus the contracts are easily transferred from one party to another within the same exchange. A trader who holds a contract may cancel the obligation by taking up the opposite position of the same contract entered to offset/close the contract. In each case, there will be a profit or loss equal to the difference between buying and selling prices, multiplied by the standard contract value.

The Clearing House ensures that it is able to pay to traders by calling for margins or cash payments to cover any unrealized losses in the market. Margin must be paid to any traders whose contract is showing a loss, i.e. if the market falls after a purchase or rises after a sale. This margin ensures that the party to an opposite contract with the Clearing House wishes to offset the obligation before I do, the clearing house will have cash on hand to pay the resulting profit. If the market fails to before my contract matures, this margin will not be recovered, it would then become a realized loss.

Futures trader is obliged to deposit an amount of money known as initial margin in order to trade. The margins of futures contracts are standardized by the Clearing House and may vary from time to time according to the volatility of the market for the purpose of covering possible price fluctuations from daily maximum expected movement.

In the case of margin call, broker will call the client to inform the amount and other relevant requirements (requirements may vary based on the exchange). Deposits to answer the margin call shall be made as soon as possible or before the time stated by the broker and failure to comply will result in auto-liquidation of the Client's futures contract(s) to answer the margin call.

Option Contracts

Options contracts are standardized legal agreements available on many exchanges in addition to futures contracts. An option is a contract between two parties in which one party (buyer) has the right, but not the obligation, to buy or sell a specified asset at a specified price, at or before a specified date, from the other party (seller).

There are two kinds of options contracts:

- i) A call option gives the option buyer the right but not the obligation to buy a specified asset at a specified price at or before a specified date. Upon exercise of that right, the option seller is obliged to sell the underlying asset to the option buyer.
- ii) A put option gives the option buyer the right but not the obligation to sell a specified asset at a specified price at or before a specified date. Upon exercise of that right, the option seller is obliged to buy the underlying asset from the option buyer.

There are two parties involved in entering an options contract: buyer (taker) and seller (grantor). When the option is exercised, it converts into futures contract which results in an obligation on the buyer to receive delivery of the underlying asset specified in the contract entered. Clients should note that different options contracts differ in terms of expiry where an option that may only be exercised at the expiry is known as European Style option whereas an option that may be exercised at any time before or at the expiry is known as American Style option. Clients should be aware of the exercising style of the option that they wish to enter as it may affect their obligations to receive or make delivery.

A trader who buys an option has limited loss to the premium paid, which is non-refundable. However, the trader who sells the option has similar potential liability to the holder of a futures contract, and will be called for margins if the price moves against the trader.

Option buyer may, at the time of entering the contract, pay the full premium amount. However, if the buyer pays only the initial deposits, the buyer may be called upon to pay margins up to the full value of the premium (but not more).

Provided the underlying futures market moves in favour of the buyer, profit can be realized by selling the contracts in future at a higher premium, or exercising the contracts and closing out the resulting futures contracts. The profit is potentially unlimited and depends on the movement of the underlying futures market.

On the other hand, option sellers have limited profit potential whereby it is limited to the premium amount of the option sold, and have unlimited potential for loss.

2. The Nature of Futures and Option Contracts

Client(s) of futures brokers (who under the exchange's rules must enter into a written agreement with their Clients), having given instructions to the broker to enter into derivatives contracts on their behalf must be prepared for the followings:

- i) Pay a deposit for each contract upon execution of an order to not less than the minimum deposit set by the relevant exchange or clearing house of the contract. A broker is entitled to call for a higher deposit than a minimum set in order to protect its position as principal.
- ii) Margin calls should be paid on demand on any calls made by the broker (see section 1.1 above) to maintain the futures position (i.e. Contracts or set of contracts) held by the Client(s).
- iii) Receive delivery or deliver, and pay the contract in full for, the commodities or securities described in specifications of any deliverable contract(s) held by the Client(s) which is/are still in force at the close of trading on the last day of the trading.
- iv) Pay up any losses incurred as a result of a mandatory cash adjustment made on a cash settlement contract held by the Client which is still in force at the close of trading on the last day of trading in the relevant market.
- v) Waive any interest on funds deposited with the broker, whether the deposits or margins or deposited for the purpose of trading in derivatives, unless the written agreement between the broker and the Client(s) stipulate(s) that interest is to be paid on such funds. (Note that interest is not paid on margins under such an agreement).
- vi) Take up the opposite position in the futures market from the resulting position held by the buyer of an option, if the Client has sold (i.e. granted) an option is exercised by the option buyer)



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(Capital Markets Services Licence No: CMSL/A0233/2008)
B-18-6, Block B, Level 18, Unit 6, Megan Avenue II,
No 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia.
Tel no: (+603) 2162 0388 Fax no: (+603) 2162 0399

RISK DISCLOSURE STATEMENT

The Risk Disclosure Statement is as prescribed in the Capital Markets and Services Regulations 2007. All Trading Participants must furnish to all clients a document containing at minimum the terms prescribed in the following statement.

This brief statement does not disclose all of the risk and other significant aspects of trading in futures contracts. In light of the risks, you should undertake such transactions only if you understand the nature of the futures contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures contracts is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

RISK ASSOCIATED WITH FUTURES CONTRACTS

- Effect of Leverage or Gearing**
Transactions in futures contract carry a high degree of risk. The amount of the initial margin is small relative to the futures contract so that transactions are "leverage" or "geared". A relatively small market movement will have proportionately larger impact on the funds you have deposited or will have deposit; this may work against you as well as for you. You may sustain a total loss of initial margins funds and any additional fund deposited with the Futures Broker to maintain your position. If the market moves against your position or margin levels are increased you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss, as you will be liable for any resulting deficit.
- Risk-reducing Orders or Strategies**
The placing of certain orders (e.g. "stop-loss" orders, where permitted under the business rules of an exchange company) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.
- Terms and Conditions of Contracts**
You should ask the Futures Broker with which you deal about the terms and condition of the specific futures contracts which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or to take delivery of the underlying instrument of a futures contract and, in respect of futures contracts that are eligible exchange-traded options or future options ("options"), expiration dates and restrictions on the time of exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the Exchange or clearing house to reflect changes in the underlying instrument or state of affairs that is subject of the futures contract.
- Suspension or Restriction of Trading and Pricing Relationship.**
Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transaction or liquidate/offset positions. If you have sold options, this may increase the risk of loss.
Further, normal pricing relationships between the underlying that is a subject of a futures contract and the futures contract, may not exist. This can occur when, for example, the absence of an underlying reference price may make it difficult to judge "fair" value.
- Deposited Cash and Securities**
You should familiarize yourself with the protections accorded to money or other securities you deposit, particularly in the event of a Futures Broker's insolvency or bankruptcy. The extent to which you may recover your money or securities may be governed by specific legislation.
- Commission and Other Charges**
Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- Currency Risks**
The profit or loss in transactions in foreign currency-denominated contracts will be affected by the fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- Trading Facilities**
Most open-outcry and electronics trading facilities are supported by the computer-based component system for the order routing, execution, matching, registration or clearing of trades. As with all facilities and system, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provided, the market, the clearing house and/or futures brokers. Such limits may vary - you should ask the Futures Broker with which you deal for details in this respect.
- Electronic Trading**
Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading system. If you undertake transactions on an electronic trading system, you will be exposed to risk associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instruction or is not executed at all.

ADDITIONAL RISKS ASSOCIATED WITH OPTIONS

10. **Variable Degree of Risk**

Transactions in option carry a high degree of risk. Purchasers and sellers of the options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the option must increase for your position to become profitable, taking into account the premium and all transaction.

The purchaser of the options may offset or exercise the options or allow the options to expire. The exercise of an option results either in the cash settlement or in the purchaser acquiring or delivering the underlying instrument. If the option is on a futures contract, the purchaser will acquire a long position or short position (as the case may be) in relation to the futures contract, with associated liabilities for margin. If the purchased options expire worthless, you will suffer a total loss of your investment (which is the option premium) in addition to incurring transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by a seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying instrument. If the option is on futures contract, the seller will acquire a position in the futures contract with associated liabilities for margin. If the option is "covered", for example by the seller assuming a corresponding long position in the underlying that is the subject of the option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.



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ACCOUNT OPENING GUIDELINE FOR FUTURES ACCOUNT

1. Account Opening Form

- Tick on appropriate boxes
- Sign on Page 6
- For US Citizen or Selected Person, please fill in the FATCA columns on Page 3

2. Client Agreement (2 sets)

- Sign on Page 43

3. Important Notes

Please provide required documents below for account opening process

- A copy of NRIC
- Latest statement for 1 month : Pay Slip or EA Form or Bank Statement
- Third Party Cheque and Company Cheque are **NOT** allowed

4. Phillip Capital Sdn. Bhd. Segregated Account

- TELEGRAPHIC TRANSFER INSTRUCTIONS

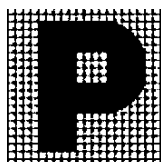
Please make payment beneficiary name as : **Phillip Capital Sdn. Bhd.**
 Bank SWIFT Code (For International Bank Transfer) : **MBBEMYKL**

PAY TO		
BENEFICIARY BANK	CURRENCY	ACCOUNT NUMBER
MALAYAN BANKING GROUP MAYBANK KUALA LUMPUR MAIN SSC	MYR	514011-003146
	USD	714011-007416
	AUD	714011-007631
	JPY	714011-007654
	SGD	714011-007677
	EUR	714011-007691
	GBP	714011-007713
	HKD	714011-007780
PUBLIC BANK	MYR	3-1839875-13

**CLIENT AGREEMENT
(Individual)**

CLIENT NAME: _____

CLIENT CODE: _____



PHILLIP CAPITAL SDN BHD

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Tel no: (+603) 2783 0388 Fax no: (+603) 2783 0399

CLIENT AGREEMENT (Individual)

**CLIENT AGREEMENT
(Individual)**

AN AGREEMENT made on the day and year stated in Section 1 of the First Schedule hereto.

BETWEEN

PHILLIP CAPITAL SDN BHD [Company No. 199501033331 (362533-U)] a company incorporated under the laws of Malaysia having its business address at B-18-6, Megan Avenue II, No.12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia (hereinafter referred to as the "**Broker**") of the one part;

AND

The party whose name and other particulars are stated in Section 2 of the First Schedule hereto (hereinafter referred to as the "**Client**") of the other part.

WHEREAS:

- (A) The Broker is a holder of a Capital Markets Services Licence (as hereinafter defined) who carries on the business of Dealing in Derivatives (as hereinafter defined) under the Act (as hereinafter defined) and is a Trading Participant of Bursa Malaysia Derivatives Berhad (Company No. 261937-H).
- (B) The Client requests the Broker to:-
 - (a) undertake Dealing in Derivatives (as hereinafter defined) on the Derivatives Market (as hereinafter defined) in accordance with the Client's instruction; and
 - (b) provide or procure the provisions of clearing services in respect of Dealing in Derivatives (as hereinafter defined) executed by or on behalf of the Broker or any other Trading Participant (as hereinafter defined) of the Exchange (as hereinafter defined).
- (C) In connection with the provision of such services, the Client is desirous of opening and maintaining a Client Account (as hereinafter defined) with the Broker for which the Broker agrees to open, operate and maintain the Client Account (as hereinafter defined) for the Client subject to and in accordance with the provisions of this Agreement.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:-

"Act"	means the Capital Markets and Services Act, 2007, including any statutory modification, replacement or re-enactment thereof.
"Agreement"	means this agreement, as may be varied or modified from time to time in accordance with its provisions and including its appendix, schedules and all other documents or instruments made supplemental to it.
"Allocation Notice"	means a notice to be given in accordance with Clause 4.2 hereof.
"AMLATFPUAA"	means the Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001, including any statutory modification, replacement or re-enactment thereof.

CLIENT AGREEMENT (Individual)

“Approved Securities”	means securities prescribed by the Clearing House as eligible to be deposited with the Clearing House by the Trading Participants for the purpose of the Trading Participants’ margin payment to the Clearing House.
“Associate Participant”	Means a Corporation, which has been admitted as an Association Participant under Rule 3.02 of the Business Rules
“Broker”	means Phillip Capital Sdn. Bhd.or the Registered Representative of Phillip Capital Sdn Bhd.
“Business Day(s)”	means any day on which the Exchange is open for trading.
“Business Rules”	means the articles, rules, by-laws, regulations, customs and practices of the Specified Exchange.
“CA”	means the Companies Act, 2016, including any statutory modification, replacement or re-enactment thereof.
“Call(s)”	has the meaning assigned to it in Clause 7.1(b) hereof.
“Capital Markets Services Licence”	means a licence granted or renewed under Section 61 of the Act.
“CFD(s)”	means contracts for differences.
“CFD Disclosure Document”	means a document which sets out matters and terms relating to CFD trading.
“CFD Margin”	has the meaning assigned to it in Clause 7.1 of the Fourth Schedule.
“CFD Transaction(s)”	means transactions in CFD.
“Clear” or in any other grammatical form	means the registration of the Derivatives with the Clearing House in the name of the Clearing Participant.
“Clearing House”	means the Bursa Malaysia Derivatives Clearing Berhad (Company No. 358677-D) and/or any other company or entity providing clearing services to any Derivatives Market as may be appointed by the Exchange and/or the Specified Exchange, as the case may be.
“Clearing Participant”	means a Trading Participant or an Associate Participant as defined in the Business Rules, who is a participant of the Clearing House for the clearing, settlement and exercise of the Derivatives.
“Client”	The party whose name and other particulars are stated in Section 2 of the First Schedule hereto.
“Client Account”	means in respect of the Broker, an account of any client of the Broker maintained with the Broker for the purpose of Dealing in Derivatives by that client.
“Dealing in Derivatives”	has the same meaning assigned to it in Section 2 and Part 2 of Schedule 2 of the Act.

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“Derivative(s)”	has the same meaning assigned to it in Section 2 of the Act.
“Derivatives Market”	has the same meaning assigned to it in Section 2 of the Act.
“Direct Market Access” or “DMA”	has the same meaning assigned to it in Rule 1.01 of the Business Rules.
“DMA Operations Directive”	means the operations directive relating to the DMA issued by the Exchange.
“DMA Order”	means the Direct Market Access order.
“Electronic Broking Facilities”	means telecommunication, computer or electronic network, broking and information facilities and software packages as maybe offered by the Broker to the Client (excluding the DMA infrastructure) which shall be strictly utilised for trading as approved by the Exchange and which may enable the Client to:- (a) transmit orders to the Broker, a third party network, or straight to an exchange trading engine of the Exchange; (b) access market information, indicators and real time prices as well as information on the Client Account and other services; and (c) engage in any other activities and services of the Broker may include as part of the Electronic Broking Facilities.
“Exchange”	means Bursa Malaysia Derivatives Berhad (Company No. 261937-H) or other Specified Exchange or any other companies, which may from time to time be, recognised as a company, which has been approved to establish the Derivatives Market under Section 8 of the Act.
“Explanatory Document and Risk Disclosure Statement”	means document prepared by or on behalf of the Broker that: (i) explains the nature of the Derivatives; (ii) explains the nature of the obligations assumed by the Client when the Client instructs the Broker to trade in Derivatives on behalf of the Client; (iii) sets out the specifications and details of the essential terms of each kind of the Derivatives in which the Broker will trade; and (iv) sets out the risks associated with Dealing in Derivatives.
“I.D.”	means the unique identity designation assigned to the Client.
“Margin”	means the aggregate amount/value of cash and collateral as may from time to time be required by the Broker from the Client to meet the Client's obligation pursuant to or arising from Dealing in Derivatives and which shall not be less than the margin stipulated by the Clearing House.
“Market”	has the same meaning assigned to it in Rule 1.01 of the Business Rules.
“Registered Representative(s)”	has the same meaning assigned to it in Rule 1.01 of the Business Rules.

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“Specified Exchange”	has the meaning assigned to it in Section 2 of the Act .
“Third Person”	means a Trading Participant other than the Broker and/or the Exchange.
“Trading Participant(s)”	has the meaning assigned to it in Rule 1.01 of the Business Rules .
“Unlawful Activity”	has the meaning assigned to it in Section 3(1) of the AMLATFPUAA .

1.1 In this agreement unless the context otherwise requires:-

- (a) all terms are as defined in the Business Rules of the Clearing House, the Exchange and/or under the CA or, in the case of the Derivatives Market to which the Business Rules of the Clearing House, the Exchange and/or the CA do not apply, the defined terms shall have the meaning given to the equivalent terms in the Business Rules of the Clearing House and/or the Exchange of the Specified Exchanges;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include every other gender;
- (d) words denoting persons shall include firms and bodies corporate and unincorporated or vice versa;
- (e) headings are for convenience of reference only and shall not affect the construction of this Agreement;
- (f) references to any legislation include any modifications, amendments or supplements thereto or re-enactment of, or any legislative provision substituted for, or dealing with the same subject matter as such legislation;
- (g) unless otherwise stated, a reference to a clause, sub-clause, schedule or appendix is a reference to a clause or a sub-clause of, or a schedule or an appendix in this Agreement;
- (h) the schedules and appendix shall form an integral part of this Agreement;
- (i) clients named, as a part, if more than one (1) shall be jointly or severally liable under the terms of this Agreement; and
- (j) this Agreement shall be binding upon and tenure to the benefit of the respective successors-in-title and assigns of the Broker and successors in title and permitted assigns of the Client.

2. APPOINTMENT OF THE BROKER

2.1 The Client hereby appoints the Broker and the Broker hereby accepts the appointment, upon and subject to the terms and conditions of this Agreement which shall form an integral part of this Agreement and shall be taken read and construed as an essential thereof, as the Client's broker in relation to Dealing in Derivatives and to maintain and operate accounts with the Broker in relation to Dealing in Derivatives.

3. ACKNOWLEDGMENTS

The Client hereby agrees and acknowledges his awareness, states, undertakes, consents to and confirms that:-

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- (a) the Broker has given the Client and the Client has received copies of the Explanatory Document and Risks Disclosure Statement and/or other such documents which:-
 - (i) explains the nature of the Derivatives;
 - (ii) explains the nature of the obligations assumed by the Client when the Client instructs the Broker to trade in and/or enter into the Derivatives on behalf of the Client;
 - (iii) sets out a risk disclosure statement, the contents of which have been read by the Client or explained by the Broker and understood by the Client and the Client has executed a duplicate of that risk disclosure statement after reading and/or having the same explained by the Broker; and
 - (iv) sets out the specifications and details of the essential terms of each kind of the Derivatives in which the Broker trades.

AND FURTHER the Client acknowledges that the Client has read, reviewed and understands the contents of the aforesaid document. Where necessary, the Client has sought explanation, clarification and/or has sought other professional advice and the Client fully understands the nature and contents of the Explanatory Document and Risks Disclosure Statement;

- (b) the Client has received a copy of this Agreement. Prior to the execution of the Explanatory Document and Risk Disclosure Statement and this Agreement, the Client has considered the Client's own objectives, financial situation, needs and the risks involved and has formed the opinion that Dealing in Derivatives is suitable for the Client and hereby acknowledges of his awareness that Dealing in Derivatives involves/carries the risk of loss as well as the prospect of profit;
- (c) notwithstanding that the Broker is required to and will be trading as a principal, the Broker acts/will be acting as the Client's agent for the purpose of Dealing in Derivatives and the Broker will trade, or will instruct the Third Person to trade on behalf of the Client, in the Derivatives on the Derivatives Market conducted by the Exchange when carrying out the instructions of the Client;
- (d) where the Broker instructs the Third Person to trade in Derivatives on the Derivatives Market, the Broker may share the commission or such other amount relating to the Derivatives with such persons in such manner as the Broker thinks fit;
- (e) the Client and the Broker are bound by the provisions of the Act and any instruments issued in accordance with the Act, the Business Rules, customs, usages and practices of the Derivatives Market, the Exchange and the Clearing House. Nothing in this paragraph shall be construed to change the proper law of this Agreement. Howsoever, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Act and the Business Rules, the provisions of the Act and the Business Rules shall prevail;
- (f) the Client will promptly take all reasonable steps to obtain and communicate to the Broker all information and deliver or cause to be delivered to the Broker all documents with respect to Dealing in Derivatives which are requested by the Exchange, the Clearing House or any person having a right under the Act, the Business Rules or the Exchange, or otherwise, to request for such information or documents. The Client hereby irrevocably and unconditionally authorizes the Broker to communicate all such information and deliver or cause to be delivered all such documents or copies thereof to the person so requesting therefor;
- (g) the Client will fully indemnify and keep the Broker fully indemnified from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amount whatsoever claimed against the Broker resulting from a failure by

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the Client to comply with **Paragraph (f)** hereof;

- (h) Dealing in Derivatives may create an obligation to give or take delivery of an underlying financial instrument or make a cash adjustment/payment in accordance with the terms of the relevant Derivatives;
- (i) that the Client has the power and all the requisite approvals to enter into this Agreement with the Broker and to trade in Derivatives;
- (j) the Broker shall incur a personal obligation when Dealing in Derivatives on behalf of the Client (without limiting or affecting the obligations of the Client under this Agreement or any of the Derivatives) where:
 - (i) any benefit or right obtained by the Broker or the Clearing Participant upon registration of the Derivatives with the Clearing House by way of assumption of liability of the Clearing House under any Derivatives or any legal result of such registration is personal to the Broker or other Clearing Participant and the benefit of such benefit or right or other legal result does not pass to the Client; and
 - (ii) in relation to all trades conducted on any Derivatives Market by the Broker and all Derivatives registered by the Clearing House, the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than the Broker;
- (k) the Broker, in Dealing in Derivatives or clearing the Derivatives on behalf of the Client may be required to buy or sell foreign currency and the exchange rate which shall apply is the exchange rate applicable at the time the Client's money is exchanged by the Broker, the Broker's bankers or the Clearing House and at which the Client's money (or a sum which the Broker determines represents the same) is actually exchanged, unless otherwise agreed in writing between the parties:
 - (i) if, for any purpose, the Client is required to convert any amount due to the Broker into a currency other than that in which it would otherwise have been due, the Client shall pay the Broker such additional amounts as are necessary to ensure that when received and reconverted, the Broker will receive the full amount in the original currency as it would have received had no such conversion taken place; and
 - (ii) unless otherwise agreed in writing, the Client agrees to pay the Broker and authorizes the Broker to debit the Client Account for the purpose of payment, of fees incurred in managing the Client Account, including administrative fee or fees charged by the Broker for any conversion (made upon request by the Client), of the amount due to the Broker from:-
 - i. Ringgit Malaysia to any foreign currency, and vice versa; and
 - ii. Foreign currency to another foreign currency, and vice versa;
- (l) a notice signed by any one of the Broker's directors, managers or other authorized employees, stating the amount of monies due and payable by the Client to the Broker in respect of any matter or trading pursuant to this Agreement or any Derivatives shall be prima facie evidence of the correctness of its contents save for manifest errors;
- (m) that each employee and Registered Representatives, whether or not they are employees of the Broker, shall at all times act/be deemed to be acting as agents of the Broker in connection with the Broker's business of Dealing in Derivatives and the Broker shall be liable for such acts of the agents;
- (n) the Broker in Dealing in Derivatives as the Client's agent on the Derivatives Market shall be entitled to transmit funds and receive funds in respect of the Derivatives notwithstanding that the Broker is not providing the clearing services for the Derivatives;
- (o) the Broker and all of its directors, employees and agent shall not in any way liable for

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damages, losses, costs or expenses of any kind suffered or incurred by the Client or the Broker pursuant to this Agreement:-

- (i) any misinterpretation of any information provided by the Broker, relating to a transaction entered into or proposed to be entered into by the Client or the Broker pursuant to this Agreement;
- (ii) misinterpretation of any information, directions or instructions which the Client, or any person purporting to act on behalf of the Client may have given or claims to have given to the Broker in relation to any transaction;
- (iii) the non-performance of its obligations hereunder by reason of any cause beyond the Broker's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any of the Clearing Members, the Exchange or the Clearing House to perform its obligations;
- (iv) any advice, forecast, opinion, statement of intention to the Client in relation to price movements or positions or the likely or possible profitability of any transaction or any Derivatives;
- (v) any Dealing in Derivatives or the relationship established by this Agreement except and to the extent of willful default;
- (vi) any breach by the Client in connection with its obligations to the Broker or the terms of this Agreement;
- (vii) any actions or failure by the Broker to place or activate a stop loss order; and
- (viii) any breach of the Act by the Client or any person who purports to act on behalf of the Client,

except in respect and to the extent of any negligence, fraud or dishonesty of the Broker or any claim which under any applicable law it is not lawful to exclude; and

- (p) the Business Rules of the Exchange and the Business Rules of the Clearing House shall be deemed to be incorporated by reference into this Agreement.

4. DEALING AND CLEARING

4.1 Executing of orders

- (a) The Client may, either orally or in writing, give instructions to the Broker to trade in Derivatives on his behalf. Where such instructions are given orally, the Broker may in its absolute discretion refuse to comply with those instructions unless and until such instructions have been duly confirmed by the Client in writing.
 - (i) Unless specific written instructions are given to the Broker at the time instructions are given to trade in Derivatives on the Client's behalf, the Broker shall allocate all the Derivatives to the Clearing House or other brokers for clearing.
 - (ii) If the Client does not want the Broker to allocate the Derivatives for clearing purposes it shall, when giving written instructions to the Broker, specify the name of the Clearing Participant to whom the confirmed Derivatives are to be allocated for clearing.
 - (iii) Upon execution of the Client's instructions, the Broker shall allocate the relevant confirmed Derivatives to the specified Clearing Participant accepting that trade.
 - (iv) Where the Client instructs the Broker to allocate the Derivatives to a specific Clearing

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Participant and that Clearing Participant refuses to accept the allocation, the Client shall make alternative arrangements immediately upon being notified by the Broker and shall notify the Broker thereof in writing, failing which the Broker may at its absolute discretion accept the allocation. In the event that the Broker decides not to accept the allocation, the Client shall be in default under **Clause 8** hereof, and the Broker may, in its absolute discretion, pursue any course of action as stated in **Clauses 8.1(i) until 8.1(viii)** hereof.

- (b) The Client shall fully indemnify and keep the Broker fully indemnified against all losses, costs, charges, expenses, liabilities, outgoing and payments which the Broker is liable to pay or sustain as a result of the Clearing Participant refusing to accept the allocation of the Derivatives for the account of the Client.

4.2 Clearing of the Derivatives

- (a) Subject to the provision of **Clause 4.2 (b)** hereof, the Client hereby nominates the Broker as the Clearing Participant in respect of all the Derivatives entered into by the Broker which are required to be allocated and cleared through the Clearing House duly appointed by the Exchange.
- (b) Whenever the Client wishes the Clearing Participant other than the Broker to accept the allocation of the Derivatives, it shall, within two (2) hours of the Broker entering into the Derivatives on behalf of the Client, give to the Broker an allocation notice signed by the Client (hereinafter referred to as the "**Allocation Notice**").
- (c) The Broker may accept the allocation of the Derivatives on behalf of the Client as notified to it. Upon acceptance of the allocation of the Derivatives by the Broker the Client shall be bound by the terms and conditions of this Agreement.
- (d) The Broker is not obliged to accept the allocation of any of the Derivatives on behalf of the Client.
- (e) The Broker may by notice to the Client limit the number of open positions held by it at any time on behalf of the Client.

4.3 Reasonable endeavors

The Broker will use its reasonable endeavors to execute or arrange the execution of the Client's instructions in relation to Dealing in Derivatives, but the Broker will not be responsible for any delays or errors in the transmission or execution of the Client's instructions save through the Broker's own gross negligence willful default, fraud or dishonesty, or those of any agent appointed by the Broker under **Clause 3(c)** hereof.

4.4 Validity of instructions

The Client's instructions to the Broker in respect of Dealing in Derivatives shall be valid only for the day on which the instructions are given unless otherwise agreed between the Client and the Broker.

4.5 Contract notes and monthly statements

- (a) The Broker shall issue to the Client the contract notes, monthly statements of account and any other statements containing all the information in accordance with the provisions of the Act and the Business Rules of the Exchange.
- (b) The contents of the contract notes, statements of account, open position statements and any other statements, unless objected to by the Client within four (4) Business Days of being served pursuant to **Clause 18** hereof shall be prima facie conclusive evidence of the correctness of all information as set out therein.

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5. RECORDING OF CONVERSATIONS

5.1 Recording by the Broker

The Client hereby acknowledges and agrees to the use of voice recording devices by the Broker or by the Exchange on behalf of the Broker of any telephone conversation between the Broker and the Client without an automatic tone warning device in order to permit the Broker to verify data concerning any matters relating to the trading.

5.2 Recording to be made available

The Broker agrees to make available to the Client, on request, a copy of any recording pertaining to the Client's trades in the event of a dispute or anticipated dispute with respect to the Client's trades. The Client hereby agrees that it shall bear all costs incurred in relation thereto.

6. PRINCIPAL TRADING

6.1 The Client agrees and acknowledges that:-

- (a) the Broker may trade as principal on its own account;
- (b) the Broker's directors, agents, employees or persons related to any of the foregoing may from time-to-time trade on their own account;
- (c) subject to the provisions of the Act and the Business Rules and provided that the trades are executed competitively in accordance with the Business Rules of the Exchange governing the relevant Derivatives Market, the Broker may knowingly or unknowingly either as principal or on behalf of another person take the opposite side to the Client in the Derivatives and the Client acknowledges the Broker's rights to do so and to charge such amounts as are permitted by **Clause 9** hereof as if the Broker had not taken the opposite side to the Client;
- (d) the Broker will be Dealing in Derivatives conducted by the Exchange or by other exchange companies at all times as a principal notwithstanding that in certain trades the Broker will be carrying out the instructions of the Client as the Client's agent; and
- (e) any benefit or rights accruing to the Broker in relation to its dealings with the Exchange or in relation to any registration of the Derivatives with the Clearing House is personal to the Broker and need not be passed by the Broker to the Client.

7. DEPOSITS AND MARGINS

7.1 Calls

The Client shall at all times maintain with the Broker in such amount and/or such form a deposit in the account as stated in **Appendix 1** hereto and pay such margins or lodge such securities (acceptable to the Broker) as may be required by the Broker from time to time in connection with Dealing in Derivatives by the Client. In particular, the Client agrees and acknowledges that:-

- (a) the Client's liability in respect of margin calls is not limited to the amount of the deposit;
- (b) the Broker may call (orally or in writing) for payment of deposits or margin (by whatever terms those obligations are described) (hereinafter referred to as the "Call") such money or property, including but not limited to, foreign securities and/or currency, (or, in its discretion, call for or accept the lodgment of the Approved Securities in lieu thereof) as the Broker in its absolute discretion considers necessary to protect itself from the personal obligation incurred by Dealing in Derivatives on behalf of the Client;

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- (c) the time for payment of margins is of the essence and if no time is stipulated by the Broker prior to calling a margin then the Client is required to comply before the start of trading on the following Business Day;
- (d) the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a Call is made;
- (e) in respect of trading in options, the liability to pay the premium accrues at the time the trade is executed regardless of when a demand for payment of the same is made;
- (f) the Broker may (in accordance with the Business Rules of the Exchange) deem one (1) hour a reasonable time to comply with a demand for payment of margins;
- (g) in relation to trades conducted on the Exchange and registered with the Clearing House on the Client's behalf, the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than the Broker; and
- (h) the deposit, margin and any securities deposited with the Broker may be utilised in meeting any obligations of the Client or obligations incurred by the Broker in Dealing in Derivatives on behalf of the Client, in respect of the Derivatives traded by or on behalf of the Client and registered with the Clearing House.

7.2 Failure to meet the Call

If the Client fails to maintain the margin and/or fails to meet the Call (or, where acceptable to the Broker, lodge the Approved Securities), and notwithstanding the Client may have given the Broker written and/or oral instructions to close out the Client's open Derivatives at a specific price, the Broker may, at any time thereafter, without prejudice to any other rights or powers the Broker may have under this Agreement or otherwise, in his absolute discretion and without creating an obligation to do so, close out, without notice, any or all of the Client's open Derivatives (including the Client's open Derivatives in respect of which the Call has not been fully met) at such price as may be obtainable by the Broker regardless of the fact that it may be lower than the price specified by the Client.

7.3 Time for satisfaction

Each Call shall be satisfied within the time stipulated by the Broker (in its absolute discretion) for satisfaction of the Call or, in the absence of such stipulation, the Client is required to comply before the commencement of trading in the following day on which the Exchange, as applicable is open for business. The Broker may in accordance with the Business Rules of the Exchange, deem one (1) hour a reasonable time to comply with a demand for payment of the Call.

7.4 Deposit

The Client shall at the discretion of the Broker be liable to open an account and pay a deposit into the said account at the time of the execution of this Agreement.

7.5 Margins

The Client is liable to pay a margin at the time the loss (realized or unrealised) in respect of the Derivatives entered into on behalf of the Client arises or the margin comes into existence. The liability to pay margin accrues whether or not a Call is made and, if a Call is made, irrespective of the time the Call is made. The Client's liability in respect of Calls is not limited to the amount (if any) deposited with the Broker.

7.6 Payment in cash

The Client is liable to pay in cash any deficit owing to the Broker after the closing out of any of the Client's Derivatives or closure of the Client Account and that if the Client defaults in payment of such deficit the Broker may realise or liquidate any of the Approved Securities or any other

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securities or offset any amount standing to the credit of any account held by the Broker of the Client or any related corporation of the Client and apply the proceeds against that deficiency.

7.7 Other Clearing Participant

Clauses 7.1, 7.2, 7.3 and 7.6 shall not apply in respect of the Derivatives that has been allocated to and cleared by a Clearing Participant other than the Broker.

8. DEFAULT BY THE CLIENT AND POWERS OF THE BROKER

8.1 Events of Default

If:-

- (a) the Client makes any representation that is and/or any representation or warranty contained herein, proves to be incorrect or misleading in any material way with the result that loss or damage is, or likely to be, suffered by the Broker;
- (b) any guarantee of or securities for the Client's obligations hereunder is withdrawn without the consent of the Broker or becomes defective or insufficient;
- (c) the Client fails to pay when due any sum payable under this Agreement including, without limitation, where the Client fails to meet a Call for deposits or margin or (where acceptable to the Broker) lodge the Approved Securities in lieu thereof within the due time;
- (d) the Client fails to make or take delivery of any offset when required under the Derivatives;
- (e) the Client dies or is made a bankrupt or presented with a petition in bankruptcy or suffers his goods to be taken in execution or becomes insolvent or compounds with or makes similar arrangement with his creditors or does any act frustrating his ability to fulfill his obligations under this Agreement;
- (f) in the absence of the Client making alternative arrangement satisfactory to the Broker prior thereto, the Client is not at any time contactable by the Broker within twenty-four (24) hours, in order for the Broker to obtain instructions;
- (g) the Clearing Participant to whom the Derivatives is allocated by the Client pursuant to the provision of **Clauses 4.1(a)(i)** and/or **4.1(a)(iv)** does not accept the allocation and no suitable alternative arrangements are made within such time as may be specified by the Clearing Participant;
- (h) the Client breaches or threatens to breach any other agreement, arrangement or understanding, whether enforceable or not, between the Client and the Broker or any related corporation of the Broker in connection with Dealing in Derivatives;
- (i) the circumstances of the Client are such that a reasonably prudent broker would be of the view that the Client is, would be or is likely to be unable to comply with all of the Client's obligation under this Agreement, including, without limitation, strict compliance with or observance of any provisions of the Act and the Business Rules;
- (j) any representation or warranty made in or in pursuance of this Agreement or in any certificate, statement or other document delivered to the Broker being or becoming incorrect in any material respect;
- (k) any of the consents, authorisation, approvals or licenses required by the Client to enter into and perform the terms of this Agreement or any of the Client's Derivatives being modified in a manner unacceptable to the Broker or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect; and

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- (l) the Client fails to renew any guarantees and/or securities or replace the same with other acceptable and equivalent security/collateral and/or fails to deliver to the Broker the renewed/replacement guarantees and/or security not later than fourteen (14) days before the expiration of the said guarantees and/or securities.

Then and at any time thereafter, the Broker shall be entitled in its absolute discretion without prejudice to any other powers available to it and without notice to the Client (but shall endeavor to the extent practicable give such notice), at such times and in such manner as it, in its absolute discretion deems fit, to do any one or more or all of the following on such terms and conditions as the Broker thinks fit:-

- (i) close out any or all of the Client's Derivatives;
- (ii) close out, cancel, exercise or abandon any of the Derivatives not yet exercised;
- (iii) cover the Derivatives positions by entering into further Derivatives;
- (iv) take such other action as a reasonably prudent broker and/or Clearing Participant would take in the circumstances to protect any obligations for the purpose of satisfying any liabilities incurred when trading on behalf of the Client;
- (v) sell or otherwise deal with any or all of the Client's property as agent for the Client (for which this clause shall constitute sufficient and irrevocable authority) in the Broker's discretion and on such terms and conditions as the Broker thinks fit and may complete any blanks in any instrument and do all such acts and execute all such instruments as may be necessary or desirable to exercise the powers referred to above in respect of such property, which shall include, without limitation, any of the Approved Securities lodged with the Broker and to apply the proceeds of such sale or dealing by way of set off to satisfy any liability of the Client to the Broker;
- (vi) utilise any monies, securities or properties, including but not limited to, foreign securities and/or currency from the Client Account to set off or cover any shortfalls and/or to settle any outstanding sums due to the Broker;
- (vii) exercise any other power or right which it may have under this Agreement or in law or equity or otherwise whatsoever; or
- (viii) terminate this Agreement forthwith without affecting any existing obligations or liabilities prior or such termination.

The costs, expenses and charges of the Broker when exercising any of the powers conferred in **Paragraphs (i) to (viii)** above shall be met by the Client and may be recovered by the Broker as a debt immediately due and payable by the Client to the Broker.

8.2 No repayment until satisfaction

Notwithstanding any provision of this Agreement, the Broker shall not be obliged to repay any deposit or Margin (or any part thereof) or any moneys which the Client has on deposit with or which stands to the credit of any account of the Client with it, or deliver up to the Client any of the Approved Securities lodged by the Client with it until all obligations of the Client under this Agreement and all the Derivatives have been discharged or satisfied in full to the satisfaction of the Broker.

8.3 Position and exercise limits

Notwithstanding that the Broker may by oral or written notice to the Client limit the number of open positions held by it at any time on behalf of the Client, the Client agrees to abide by any position and exercise limits set by the Exchange or the Clearing House notified by the Broker to the Client. If any of the Derivatives held by or on behalf of the Client exceeds any position and exercise limits

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notified to the Client by the Broker (as determined in the Broker's absolute discretion) in relation to the Derivatives, the Broker shall be entitled as agent for the Client and is hereby authorised by the Client to terminate or close out any or all such Derivatives to the extent that the Broker reasonably considers necessary or desirable to ensure that the Derivatives held by or on behalf of the Client to comply with such position and/or exercise limits.

8.4 Failure to deliver

If the Client fails to take or make delivery of any underlying financial instrument upon the expiration of any of the Derivatives and in accordance with its terms, the Broker may do so on behalf of the Client and the Client agrees to pay all costs and expenses (including without limitation, the cost of acquisition and transaction cost and storage of any underlying financial instrument) of the Broker in connection therewith.

8.5 Application of the Client's funds

Subject to the Business Rules of the Exchange the Broker may apply any monies or other property held by it for or on behalf of the Client in paying and discharging any liability of the Client to it (including, but not limited to, any liability arising as a result of any of the Derivatives being closed out) and may set off any credit of the Client with it in one account with any debit of the Client with it in any other account.

9. COMMISSIONS, FEES AND EXPENSES

9.1 The Client agrees to pay the Broker and authorises the Broker to debit the Client Account for:-

- (a) commission in respect of each Dealing in Derivatives at such rate and in such amount as prescribed by the Exchange from the time to time as well as any fee charged or levied by the Exchange and/or the Clearing House or in the absence of such prescription, at such rates as shall be notified by the Broker to the Client in writing from time to time;
- (b) all stamp, transaction, registration and similar taxes and duties (including fines and penalties) which may be incurred for or on behalf of the Client payable to or determined to be payable in connection with the execution, delivery, performance and enforcement of this Agreement or any of the Derivatives, or any payment or receipt or any other transaction contemplated by this Agreement, or any of the Derivatives;
- (c) all amount payable as a result of making or taking delivery of any underlying financial instrument, or making a cash adjustment in accordance with the terms of the Derivatives;
- (d) all amount incurred by the Broker as a result of the Client's default under the terms of this Agreement, any of the Derivatives, the Act, any relevant Business Rules or otherwise, including without limiting the generality of the foregoing, all legal costs and expenses (including taxes thereon and legal fees and disbursement); and
- (e) interest in respect of any unpaid amount required to be paid under this Agreement (including, without limitation, any amount due as a result of the Client's Derivatives being closed out), and such interest shall accrue and be calculated from the date when the amount was due (irrespective of any grace period) to the date of its final payment in full.

10. EXCHANGE RATE RISK

10.1 Currency conversion

If the Client defaults under the terms of this Agreement, the Broker may elect to convert any amount owed by the Client to it (including any interest) into Ringgit Malaysia at the date of the Client's default or on the date on which the Client pays the amount owed to it in full or on any other date which the Broker reasonably considers appropriate for such conversion, at such

CLIENT AGREEMENT (Individual)

currency exchange rates as the Broker reasonably elects to affect such conversion.

10.2 Buying-in

The Client acknowledges his awareness of and agrees as follows:

- (a) that the Broker may, by reason of default/anticipated default by the Client in paying on or before the due date any sum due under this Agreement or any of the Derivatives in respect of which any amount is required to be converted into a foreign currency or from a foreign currency into Ringgit Malaysia, suffer loss by reason of having to enter into such foreign exchange or other contracts as will enable it to discharge any obligations incurred by the Broker upon such default and/or in anticipation that such default would occur;
- (b) without derogation from any right of action, claim, demand, right, power or otherwise of the Broker pursuant to this Agreement or otherwise, the Client agrees to compensate and fully and effectively indemnify the Broker against any loss, damage, cost or expense arising, suffered or incurred in or as a consequence (whether direct, necessary or incidental) of entering into any such foreign exchange or other contract or effecting such currency conversion;
- (c) the Broker may, in its absolute discretion (without creating an obligation to do so), enter into any such foreign exchange or other contract with any third party in order to mitigate any loss suffered or which could be suffered as a result of default or late payment by the Client and/or in anticipation that such default will occur, without further notice to the Client. In the event that payment is actually made on the relevant due date and there is no default in payment by the Client, the Broker shall not be liable for and shall not be under any obligation to indemnify the Client from and against all damages, losses, costs, expenses and any other amounts whatsoever incurred arising out of the entering into by the Broker of the aforesaid contracts; and
- (d) tender of any amount due by the Client pursuant to this Agreement after the due date for such payment shall not relieve the Client of his obligations or liabilities pursuant to this Clause.

11. SEGREGATED ACCOUNT

11.1 Segregated Account

All the money and property deposited with the Broker by the Client, or received by the Broker for, or on behalf of the Client, shall be segregated by the Broker and paid into the Client's segregated account and the Broker may invest such money and property in accordance with **Section 118 of the Act** and the Business Rules of the relevant Exchange to the extent that the Act and those Business Rules apply to such money or property.

11.2 Interest

- (a) Subject to **Clauses 8.1, 8.2 and 9** hereof, the Client may be entitled to interest on the money and property segregated and invested in accordance with **Clause 11.1** hereof to the extent that such money or property is not applied by the Broker by way of deposit or margin (without limiting the Broker's right to do so) at such rate as the Broker may notify to the Client from time to time, but the Broker shall be entitled to any profits for such investment to the extent that such profits exceed such interest.
- (b) Unless otherwise agreed in writing, the Broker shall be entitled to any interest on money and property segregated and invested by the Broker.

11.3 Withdrawal

The Client hereby authorises the Broker to withdraw from the Client's segregated account and to

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apply any monies paid by the Client to the Broker in accordance with **Section 118 of the Act**.

12. APPOINTMENT OF ATTORNEY

- 12.1 The Client hereby appoints in relation to trading in the Exchange, the Chief Executive Officer of the Clearing House as the Client's attorney and/or agent to do all things necessary to transfer any open position held by the Broker on the Client's behalf to another Trading Participant where the participation of the Broker has been suspended or terminated.

13. RIGHT OF THE BROKER TO REFUSE TO TRADE

- 13.1 The Broker reserves the right at any time, to refuse to trade on behalf of the Client in relation to any Dealing in Derivatives (other than closing out existing open positions held on behalf of the Client) or to limit the number of open position, held on behalf of the Client or both. The Broker will inform the Client of any refusal at or before the time of the Client placing the order or as soon as reasonably possible thereafter, the Broker shall inform the Client of any refusal within two (2) hours of receiving the Allocation Notice from the Client. Such refusal shall be without prejudice to any other rights and powers of the Broker under this Agreement or otherwise.

14. INDEMNITY

- 14.1 Without prejudice to any other provisions hereof, the Client indemnifies and hereby agrees and undertakes to keep fully and effectively indemnified the Broker and its employees, agents or representatives from and against all sums of moneys, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever incurred, suffered and/or arising out of any default, whether by act or omission, of the Client under this Agreement or any of the Derivatives or anything lawfully done by the Broker in accordance with pursuant to or incidental to this Agreement or by reason of the Broker complying with any direction, request or requirement of the Exchange or the Clearing House or other regulatory authority or otherwise however.

15. WARRANTIES AND REPRESENTATIONS AND UNDERTAKINGS OF THE CLIENT

- 15.1 The Client hereby represents, warrants and undertakes that:-
- (a) the Client is legally capable of validly entering into and performing this Agreement and that it is of sound mind and legal competence and is not a bankrupt;
 - (b) the Client is trading in his/her own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any other person has or will have any beneficial interest in this Agreement or any of the Derivatives made pursuant hereto;
 - (c) all necessary consent or authorisations, which may be required for the execution by the Client of this Agreement, have been obtained and are in full force and effect;
 - (d) the Client is trading in his own account and/or for and on behalf of his own clients as a broker of the Exchange or the Specified Exchange; and
 - (e) the Client understands the content of this Agreement and agree with it.

16. LEGAL RELATIONSHIPS

- (a) The Client acknowledges that any Dealing in Derivatives of the Exchange and any dealings with the Clearing House, are conducted between and by the Trading Participants as

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principals notwithstanding that in entering into such transactions they may be acting on behalf of or on the instructions of clients. Therefore, the Client acknowledges that the Broker shall be acting as principal, in all Dealing in Derivatives on behalf of the Client or on his/her instructions, on the Derivatives Market of the Exchange and in any dealings with the Clearing House.

- (b) The Client acknowledges that, in relation to all Dealing in Derivatives of the Derivatives Market of the Exchange on behalf of the Client or pursuant to his/her instructions and all contracts registered by the Broker with the Clearing House in relation to those trades, the Client hereby waives and shall have no right or cause of action or remedy against the Exchange, the Clearing House or any Trading Participant, save for the Trading Participant who conducted the trade on behalf of the Client or on his/her instructions, except as permitted by the Act.
- (c) **Clauses 16(a) and 16(b)** above shall not affect any right, entitlement or remedy of the Broker against the Client and vice versa.

17. TERMINATION

17.1 Notice of Termination

Without affecting any existing obligations or liabilities, either party may terminate this Agreement at any time by giving the other party seven (7) Business Days' notice in writing to that effect and unless otherwise agreed to in writing, all Derivatives at that time in existence entered into by the Broker on behalf of the Client shall be closed out, exercised, transferred or abandoned by the Broker as soon as is reasonably practicable thereafter provided that upon the giving of such notice by the Client, the Broker shall close out, transfer or abandon (as the case may be) such Derivatives and/or exercise any options not yet exercised at such time, in such manner and at such price as the Broker in its discretion thinks fit.

17.2 No release on termination

Termination shall not release either party from liability for any breach (antecedent or subsequent) of any of the terms of this Agreement or any obligations under this Agreement which remain unfulfilled or executory at the time of termination and the terms of this Agreement shall not merge at any time.

18. NOTICES

- 18.1 Any notice to be served by one party on the other (including legal process) pursuant to this Agreement shall be in writing and addressed to the last known address, telex number or facsimile number or the other party (as the case may be) and shall be deemed to have been duly served if given:-
 - (a) by mail, two (2) Business Days after it is posted where the party's last known address is in Malaysia and five (5) Business Days after it is posted by airmail where the party's last known address is outside Malaysia;
 - (b) by hand, at the time it is left at the party's known as place of residence or business;
 - (c) by telex, upon receipt of the answer back;
 - (d) by telegram, six (6) hours after dispatch; and
 - (e) by facsimile transmission, at the time of transmission to the party's last known facsimile number, or earlier if acknowledged by the receiving party.

CLIENT AGREEMENT (Individual)

19. ANTI-MONEY LAUNDERING

19.1 The Client hereby represents, warrants, undertakes and acknowledges that:-

- (a) unless and until the Client notifies the Broker to the contrary in writing, all monies which will be paid to the Broker shall come from a lawful source of activity and not Unlawful Activity; and
- (b) the Client will notify the Broker in writing if the Client is an intermediary for other persons, and in such event, the Broker shall have the sole and absolute discretion on whether to agree to accept the Client acting as such, and:
 - (i) the Broker may require, and the Client agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Broker may require, including but not limited to, the certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Client, which the copies thereafter will be retained by the Broker;
 - (ii) the Client further declares and certifies that the necessary "know-your-client" checks will have been conducted, including but not limited to, the identity, existence, address and nature of the business of the beneficiary; and
 - (iii) the Client further agrees and understood that the disclosure and provision of details of the Client's beneficiary shall not make the Client's beneficiary a client of the Broker and the Broker shall be entitled to hold and deal with the Client as the principal.

19.2 Notwithstanding **Clause 19.1** hereof, the Client hereby irrevocably and unconditionally agrees and undertakes that:-

- (a) the Client shall advise the Broker forthwith in writing of any change to the Client's particulars in this Agreement;
- (b) the Client shall disclose and furnish to the Broker any information required or deemed necessary and to the satisfaction of the Broker in a timely manner within the period specified by the Broker, whether or not for the purposes of complying with the laws, rules, regulations, directives and guidelines of Bank Negara Malaysia and/or given, made or established by the Broker;
- (c) pending receipt of information by the Broker from the Client and until received and verified thereof to the satisfaction of the Broker and/or the relevant authorities, the Broker shall not be obliged to proceed with any transactions; and
- (d) in no event shall the Broker and/or its related companies be liable or responsible for any direct or indirect consequences or any losses whatsoever or howsoever arising or by reason of the Broker's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under AMLATFPUAA.

20. GENERAL

20.1 Employees protected

Every exemption from liability, defense or immunity available to the Broker shall also be available to and extend to protect every one of its employees, agents or representatives or all or some of them.

20.2 The Client hereby irrevocably and unconditionally agrees that the Broker shall be entitled to disclose any information and document relating to this Agreement or on the Client Account (including any information or document relating to the affairs of its accounts and future accounts and/or the credit balances and transactions of such accounts) to:-

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- (a) any joint account holders (if any);
- (b) the Broker's auditors, accountants, legal counsels and/or other professional advisers;
- (c) agents or representatives or service providers or data processing centres of the Broker;
- (d) the Broker's head office, other branches and offices and holding, subsidiary, related or associated companies or to such companies which in future may be a related or associated company of the Broker and that such companies shall also be entitled to make such disclosure to the Broker and/or to the other said related or associated companies;
- (e) any person or entity pursuant to any law, regulation, governmental directive or request or order of court; and/or
- (f) any other party whomsoever as the Broker may, in its sole and absolute discretion deem fit (provided that the Broker shall procure and ensure that such other party must keep confidential any information supplied to it by the Broker);

and the Client hereby expressly consents to such disclosure and hereby confirms and declares that no further consent from the Client is necessary or required in relation thereto and that the Broker shall be under no liability whatsoever for furnishing such information or documents as aforesaid, whether before or after the date of this Agreement.

20.3 Failure to exercise rights

No failure, delay relaxation or indulgence on the part of the Broker in exercising any power or right conferred upon it under this Agreement or otherwise shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any future exercise thereof.

20.4 Release

The Client releases the Broker from actions, claims, demands, suits and liabilities whatsoever which the Client may have or claim to have or but for this release might have had against the Broker arising out of any warranty, representation or disclosures not set out or referred to in this Agreement, other than in respect only of the gross negligence, fraud or dishonesty of the Broker.

20.5 Severability

Each part of this Agreement is severable from the balance of this Agreement and if any part this Agreement is illegal, void, invalid or unenforceable, then that would not affect the legality, effectiveness, validity or enforceability of the balance of this Agreement.

20.6 Joint and several obligations

If the Client consists of two (2) or more persons, their obligation shall be joint and several and the Broker shall be entitled to accept instructions and give receipts and for all purposes deal with any one of them as agent for all of them in the absence of any written instructions to the contrary and any payments made to anyone such person shall be valid and complete discharge whether such payments be made before or after the death of any one or more of such persons.

20.7 Assignment

In the event that the Broker surrender and/or sells its participation of the relevant Exchange or business, the relevant Broker shall be entitled to assign the benefit of this Agreement and to assign or provide any information in relation to the Client, the Client's Dealing in Derivatives or the Client's financial position in the possession or knowledge of the Broker and the Client consents to each assignment or provision. The Client shall not assign his rights, obligations and interests in this Agreement and/or transaction carried out pursuant to this Agreement.

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20.8 Time of essence

Time is of the essence of this Agreement.

20.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and each party submits to the non-exclusive jurisdiction of the Courts of Malaysia.

20.10 Amendment

No alteration, amendment, variation, waiver or modification of any provisions of this Agreement shall be effective unless in writing and signed by the Client and for and on behalf of the Broker. Notwithstanding the foregoing, in the event such alteration, amendment, variation, waiver or modification is required to meet the relevant authorities' guidelines or to be in line with the current laws, the Broker reserves its right to change, amend, or delete any provision in this Agreement without notice to the Client, and the Client shall be deemed bound by such amendment.

21. FORCE MAJEURE

21.1 The Broker shall not be liable to the Client for any partial performance, delay in performance or non-performance of any of its obligations under this Agreement or any other agreement with the Client by the reason of any cause beyond the Broker's control, including but not limited to, any act of force majeure, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, the failure of the Exchange, the Derivatives Market or the Clearing House to perform its obligations, war, hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, frost, storm or explosion.

22. SUCCESSORS

22.1 This Agreement shall be binding upon the Client and his/her successors-in-title.

23. LIMITATION OF LIABILITY

23.1 The Client further agrees that the Broker and all its directors, Registered Representatives, employees and agents shall not be in any way liable for damages, loss, costs or expenses of any kind suffered or incurred by the Client whatsoever and howsoever caused including without limitation as a result of or arising out of or in connection with:-

- (a) any misinterpretation of any information provided by the Broker, relating to a transaction entered into or proposed to be entered into by the Client or the Broker pursuant to this Agreement;
- (b) misinterpretation of any information, directions or instructions which the Client or any person purporting to act on behalf of the Client may have given or claim to have given to the Broker in relation to any transaction;
- (c) the non-performance of its obligations hereunder by reason of any cause beyond the Broker's control, including without limitation to, transmission or computer delays, strikes and similar industrial action or the failure of any of the Clearing Participants, the Exchange or the Clearing House to perform its obligations;
- (d) any advice, forecast, opinion or statement of intention to the Client in relation to price movements or positions or the likely or possible profitability of any transaction or any of the

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Derivatives;

- (e) any Dealing in Derivatives or the relationship established by this Agreement except and to the extent of willful default;
- (f) any breach by the Client in connection with his/her obligations to the Broker or the terms of this Agreement; and
- (g) any action or failure by the Broker to place or activate a stop loss order and any breach of the Act by the Client or any person purporting to act on behalf of the Client.

except in respect and to the extent of any gross negligence, fraud or dishonesty of the Broker or any claim which under any applicable law it is not lawful to exclude.

24. PERSONAL DATA PROTECTION ACT 2010 (“PDPA”)

- 24.1 The Client recognises that it is possible for personal data to be collected or received in relation to Dealing in Derivatives. In this connection, the Broker hereby expressly takes notice of the strict provisions of the PDPA and undertakes to take all necessary steps and actions to comply with and observe the provisions of the PDPA and all applicable data protection and privacy laws and regulations.
- 24.2 The Broker further undertakes to implement and maintain all necessary administrative, technical and physical safeguards to protect such personal data which it may receive from the Client against unauthorised access to or disclosure or use of such personal data, and to protect against accidental or unlawful destruction or accidental loss or alteration of such personal data.

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CLIENT AGREEMENT (Individual)

FIRST SCHEDULE

Section No	Item	Particulars
1	The day and year of this Agreement	
2	Name and other particulars of the Client	

(End of the First Schedule)

CLIENT AGREEMENT (Individual)

SECOND SCHEDULE

(In the case where the Client subscribes to the Direct Market Access, this Schedule shall be deemed incorporated in this Agreement.)

1. SUBSCRIPTION TO THE DIRECT MARKET ACCESS

- 1.1 In consideration of the mutual obligations herein contained, the Broker hereby agrees to provide the Direct Market Access to the Client, as approved by the Exchange, in accordance to the DMA Operations Directive and the Client hereby agrees to subscribe to the Direct Market Access provided by the Broker subject to the terms and conditions herein contained.

2. USER IDENTITY DESIGNATION AND PASSWORDS

- 2.1 The Broker shall issue to the Client the I.D. which shall be used by the Client to sign-on for the purpose of an authorised entry into the DMA Infrastructure as governed by the access privileges granted to the Client.
- 2.2 The Client hereby unconditionally agree to keep the I.D. and password assigned to him/her confidential and not to disclose it to any other parties nor shall the Client allow any other parties to use the same.
- 2.3 The Client also agrees that he shall be solely responsible for the DMA Order and for the monitoring of his/her account.

3. PARAMETER FOR THE DMA ORDER

- 3.1 The Client shall only enter the DMA Order and trade in compliance with:-
- (a) the Business Rules and other applicable regulatory requirements; and
 - (b) the parameter as set out in **Section 4 of the First Schedule** hereto.
- 3.2 The Broker shall have the full authority and right to reject any of the DMA Order which is not in compliance with **Clause 3.1** hereof.

4. DUTIES, OBLIGATIONS AND RIGHTS

- 4.1 The Broker's duties, obligations and rights
- (a) The Broker shall train and impart knowledge to the Client in respect of:-
 - (i) the processes of entering the DMA Order and trading through the DMA Infrastructure;
 - (ii) the requirements in the Business Rules in relation to trading on Market; and
 - (iii) the knowledge of the relevant laws pertaining to trading on the Market.
 - (b) The Broker shall communicate to the Client promptly in respect of any revisions and updates to the laws and rules which affects this Agreement and the Direct Market Access.
 - (c) The Broker has the unfettered right to reject any of the DMA Order for any reason.
 - (d) The Broker has the right to change or remove any of the DMA Order in the order book and has the right to cancel any trade by the Client for any reason.

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- (e) The Broker has the right to discontinue accepting the DMA Order from the Client at any time without prior notice.

4.2 The Client's duties, obligations and rights

- (a) The Client shall abide by and comply with and adhere to the provisions of the Act and any instruments issued in accordance with the Act, the Business Rules, customs, usages and practices of the Exchange.
- (b) The Client shall immediately notify the Broker in writing if there is any change in the information mentioned in the account opening form provided by the Client to the Broker at the time of opening of the account or at any time thereafter.
- (c) The Client shall only enter the DMA Order and/or trade in accordance to **Clause 3** hereof.
- (d) The Client shall be assigned with at least one (1) Registered Representative.

5. GENERAL

5.1 Liability

The Broker shall not be liable for any loss resulting from the DMA Infrastructure failure, breakdown of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, unauthorised access to the Client's user I.D. and/or password, the Client's operating errors or any other condition over which the Broker does not otherwise control.

(End of the Second Schedule)

CLIENT AGREEMENT (Individual)

THIRD SCHEDULE

(In the case where the Client subscribes to the Electronic Broking Facilities strictly for Trading as approved by the Exchange, this Schedule shall be deemed incorporated in this Agreement.)

1. SUBSCRIPTION TO THE ELECTRONIC BROKING FACILITIES

- 1.1 In consideration of the mutual obligations herein contained, the Broker hereby agrees to provide the Electronic Broking Facilities to the Client and the Client hereby agrees to subscribe to the Electronic Banking Facilities provided by the Broker subject to the terms and conditions herein contained.

2. AUTHORISED USE

- 2.1 The Client has the sole responsibility and shall be liable for the security and safekeeping of the Client's user I.D., password and/or PIN issued by the Broker to the Client. Accordingly, the Client shall be fully responsible and liable for any orders placed with the Broker through the use of the Electronic Broking Facilities.
- 2.2 The Client agrees that the Broker shall be entitled to rely on the correct entry of a PIN in order to ascertain whether any order given to the Broker is that of the Client's and to act on that assumption. The Client shall be liable for all such orders placed with the Broker.
- 2.3 In placing orders using the Electronic Broking Facilities, the Client hereby agrees that any such orders are only considered as having been received by the Broker upon the Broker sending a notification to the Client through the Electronic Broking Facilities of its receipt and informing the Client that the order has been either accepted or rejected for execution. Any such notification shall be deemed to have been received by the Client when the same is issued by the Broker and the Client shall be bound thereby notwithstanding bear the sole responsibility of keeping records of the same.

3. DISTRIBUTION AND INTELLECTUAL PROPERTY

- 3.1 The Client is not entitled to and shall not reproduce, transmit, disseminate, sell, distribute, publish, broadcast, circulate and/or exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the use of the Electronic Broking Facilities, except with the express written consent of the Broker. The Client shall also not use such information and/or records for any wrongful or illegal purpose.
- 3.2 In requesting the Broker to provide the Electronic Broking Facilities, the Client accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available from the generated on the Electronic Broking Facilities as well as the Electronic Broking Facilities itself vest solely in and shall remain the exclusive property of the Broker. The Client therefore agrees not to do anything that will violate or infringe the Broker's intellectual property rights and shall take all necessary measures to preserve and protect these rights.

4. TRANSMISSION OF ELECTRONIC DATA

- 4.1 The Broker shall not be liable to the Client for any loss suffered or incurred by the Client due to any inability of the Client to access the Electronic Broking Facilities for any reason whatsoever, or for any errors, defect, malfunction or failure (whether total or partial) of the Electronic Broking Facilities (or any part thereof) or interruption or delay in response time of the Electronic Broking Facilities whether resulting or arising from any repair or servicing of the Electronic Broking Facilities; any damage, destruction, breakdown, mechanical or other defect, howsoever caused, to the Electronic Broking Facilities (or any part thereof); any corruption or damage to the Electronic

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Broking Facilities (or any part thereof); any failure by the Broker; its officers, employee, agents or servants to receive the Client's instructions or order notwithstanding that the instruction or order has been received by the Electronic Broking Facilities; or any other cause whatsoever.

5. DISCLAIMER

- 5.1 The Broker makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use in relation to the information furnished under the Electronic Broking Facilities or any other features or aspect of the Electronic Broking Facilities, including but not limited to, investment advice and/or access to information and/or the execution of any buy or sell recommendation and/or the cancellation or amendment of the same.
- 5.2 The Broker may, through the Electronic Broking Facilities, provide quotes on prices at which the Broker may be prepared to transact with the Client. The Client acknowledges that it is possible that errors may occur in any such prices so quoted by the Broker. In such circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any transaction purported to have been entered into (whether or not confirmed by the Broker) at a price which was, or ought reasonable to have been known to either party to be materially incorrect at the time of the transaction. The party asserting that such transaction is avoided under this Clause shall give notice to the other within seven (7) Business Days of the Transaction. If the Client gives notice to the Broker under this Clause, the Broker shall determine, act reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, the Broker does not accept any liability for any loss or damage suffered by the Client as a result of the Client's reliance on a price which the Client knew, or ought reasonably to have known, to be materiality incorrect.
- 5.3 The Broker shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the Electronic Broking Facilities. As such, any information, data or services provided through the Electronic Broking Facilities should not be relied upon in relation to any investment decision, Trading activities or orders placed by the Client who shall, at all times, rely on its own assessment and judgment in respect of any investment decision or proposed transaction.
- 5.4 The Broker shall not be under any obligation to review the status of the Client Account for compliance with any applicable margin requirements. Notwithstanding this, the Broker may, in its sole and absolute discretion, review the status of the Client Account for the purposes of ensuring compliance with any applicable margin requirements provided that the Broker shall bear no liability whatsoever for any such review.

6. RIGHTS OF ACCESS

- 6.1 The Broker shall bear no liability and shall not be responsible for any loss or inconvenience that may be suffered by the Client as a result of any action by any regulatory body in the exercise of his/her regulatory or supervisory functions over the Broker. The Client shall permit the Broker and/or any regulatory to have access to such terminals as the Broker and/or the regulatory body may request, and the Client shall co-operate in answering any of their quires in relation to any aspect of the Electronic Broking Facilities.

7. SECURITY

- 7.1 The Client shall at all times ensure that the integrity and the security of the Electronic Broking Facilities are preserved and maintained. Accordingly, the Client shall ensure, inter alia, that there is no unauthorised use of the Client's user I.D., password and/or PIN. The Client shall forthwith on being aware of any unauthorised access or theft of the PIN(s) or security code(s) notify the Broker and provide such particulars as the Broker may require.

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7.2 The Client shall bear the sole responsibility of complying with the obligations under this Clause. In the event that the Client breaches his/her obligations under this Clause, the Client shall indemnify the Broker for any loss that the Broker may suffer as a consequence of such unauthorised access and use.

8. RISK WARNING

8.1 The Client hereby represents and declares that he understands and accepts the following associated with trading using the Electronic Broking Facilities:

- (a) that electronic trading and order routing systems differ from traditional open outcry pit trading, and that transactions undertaken using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. In this connection, the Client hereby undertakes, prior to engaging in such transactions to familiarise himself/herself with, and from time to time to keep himself/herself updated on, the rules and regulations of the relevant exchange(s) offering system's and/or listing the relevant Derivatives, and to understand, among other things, the system's order matching procedure, opening and closing procedures and prices, error trade policies and trading limitations or requirements; and
- (b) trading through an electronic trading or order routing system exposes the Client to risks associated with system or component failure. Such systems or component failure may result in the inability to enter new order, execute existing orders, or modify or cancel orders previously entered, as well as a loss of order or order priority.

(End of the Third Schedule)

CLIENT AGREEMENT (Individual)

FOURTH SCHEDULE

(In the case where the Client trades in CFD Transactions, this Schedule shall be deemed incorporated in this Agreement.)

1. CFD ACCOUNT

- 1.1 The Client agrees that for the purposes of trading in CFDs, a separate account shall be established by the Broker for the Client known as the “**CFD Account**”. The Client’s trading of CFDs shall be through the CFD Account and shall comply with the terms and conditions of this Schedule, which shall apply in addition to all other applicable terms and conditions under this Schedule and the relevant account opening form and all other rules, guidelines and documents of the Broker pertaining to trading in CFDs as the Broker may issue from time to time, including the CFD Product Highlight Sheet (as discussed in **Clause 2** of this Schedule).
- 1.2 An account limit on the CFD Account will be set by the Broker, and may be varied from time to time according to the Client’s credit status and the amount of funds deposited with the Broker. The Client agrees that the Broker may, in its sole and absolute discretion, apply a limit to:
 - (a) the size of any order or CFD Transaction or series of orders or CFD Transactions which the Client may enter into; and/or
 - (b) the amount of any loss or liability to which the Client may be exposed with respect to its trading (including unrealised loss determined on a marked to market basis by the Broker in good faith).
- 1.3 The CFD Account is distinct from any other account for the purposes of this Schedule and is thus distinct from the trading account generally as well as the margin account. One consequence is that margins/collateral required for the Client’s trading in CFDs shall be separately provided. For the avoidance of doubt, any interim excess in margin or collateral the Client may have with the Broker for the trading account or in his margin account shall be disregarded in calculating available margin/collateral for the Client’s trading in CFDs under the CFD Account.
- 1.4 Where the CFD Transactions are intended to be effected on and subject to the relevant rules of any exchange, market or trading platform (collectively, the “**Relevant Rules**”), then it shall be a condition to the Client being permitted to effect any such CFD Transaction that the Client agrees and is deemed by giving any order for such CFD Transaction to have agreed to ensure that it has read and understood the Relevant Rules for effecting such CFD Transactions and ensured that it shall at all times take no action or fail to take any action referable to any trading or transaction it effects or intend to effect with respect to such CFD Transactions that would cause the Broker to be deemed in breach of the Relevant Rules. The Client in particular is assumed to and should in particular ensure that it is familiar with the requirements of the Relevant Rules as to the provision of margins and settlement terms for the CFD Transactions.

2. CFD PRODUCT HIGHLIGHT SHEET

- 2.1 Notwithstanding these terms and conditions under this Schedule and the relevant account opening form, the Client agrees to be bound by the CFD Product Highlight Sheet and the Broker’s website, including the initial and maintenance margin requirements, margin calls, trading hours and list of available underlying financial instruments, markets, and exchanges. If any terms and conditions in the CFD Product Highlight Sheet and the Broker’s website are in conflict with or are

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inconsistent with the terms and conditions of this Schedule, the terms and conditions of the CFD Product Highlight Sheet is intended to and shall prevail to the extent of such conflict or inconsistency.

3. CFD

3.1 The Client acknowledges and agrees that:

- (a) trading in CFDs involves trading on the outcome of the price of a financial instrument (e.g. equity) or of an index and the Client will not be entitled to delivery of, or be required to deliver, the underlying financial instrument nor ownership thereof or any other interest therein;
- (b) the Broker conducts CFD trading with clients (including the Client) in relation to individual financial instruments and all CFD trades conducted are margined products unless specifically closed out by the Client or otherwise pursuant to the terms in this Schedule. The Client acknowledges that the Broker is entitled to but not obliged to hedge its own exposure ("**Hedge Position**") under a CFD Transaction with the Client by entering into with, or acquiring from, a third party or other instrument or financial product. The Client thus acknowledges that the Broker will charge and the Client shall pay such charge ("**interest**") with respect each of its CFD open positions of such amount and/or at such rate as the Broker may from time to time notify the Client and which rate may incorporate any market charges incurred by the Broker in relation to a Hedge Position;
- (c) all CFD Transactions are effected as between the Client and the Broker on a principal to principal basis and as such the Client further acknowledges and accepts the following:
 - (i) that the Broker owes the Client no fiduciary duties or any duty of good faith or reasonable care except as specifically and expressly provided for in the terms under this Schedule;
 - (ii) that the Broker is not acting as fiduciary or adviser to the Client, nor is there any fiduciary or adviser relationship between the Broker and the Client; and
 - (iii) the Client will effect its own due diligence and will make its own independent decision and ensure that in each case a CFD Transaction is suitable, appropriate and proper for the Client based on its own judgment and upon advice from such legal, tax, regulatory, accounting and/or other advisers as the Client deems necessary and appropriate before the Client enters into or offers to enter into the same, the Client being fully aware that it is entering into the transaction on a strictly buyer beware basis;
- (d) notwithstanding that trading in CFDs does not give rise to the Client having any proprietary rights to the underlying financial instrument, the Client acknowledges that the Client may, in certain circumstances, including but not limited to provisions under the Malaysian Code on Take-Overs and Mergers 2016, have disclosure or other obligations as if the Client had effected a transaction to buy or sell the underlying financial instrument and thus agrees to abide by all disclosure or other obligations under any applicable laws where relevant;
- (e) that although the Broker will, in its sole and absolute discretion in good faith, provide the Client with information on actual and potential CFD Transactions, it is the Client's

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responsibility to ask the Broker for any explanations that the Client may require in order for it and/or its advisers to assess the risks attached to any such transaction and its suitability for the Client;

- (f) that information and explanations related to the terms and conditions of any CFD Transaction shall not be considered investment advice or a recommendation to enter into any CFD Transaction;
- (g) that the Client has not and shall not rely on any communication (written or oral) from the Broker as legal, tax, regulatory or accounting advice, nor (except as provided for under the next sub-section below) as investment or financial or other advice;
- (h) that the Broker is not giving the Client advice on the merits of any CFD Transaction or any particular aspect of it unless, in relation to a particular potential or actual CFD Transaction, the Broker has expressly acknowledged in writing that the Broker is doing so; and that where such advice is given, it is subject to any agreed terms between the parties for the giving of such advice; and
- (i) that no communication (written or oral) received from the Broker, whether before a CFD Transaction is entered into or before it is terminated or expires, shall be deemed to be an assurance, guarantee or opinion as to the anticipated results of any CFD Transaction.

4. THE CLIENT'S RESPONSIBILITY

4.1 The Client shall be responsible for:

- (a) monitoring the amount of CFD Margin deposited with the Broker from time to time against the amount of CFD Margin currently required and any additional CFD Margin that may be necessary for the purpose of complying with obligations under **Clause 7** of this Schedule;
- (b) ensuring that monies sent to the Broker are correctly designated, including where applicable, that the monies are by way of CFD Margin and to which CFD Account they should be applied; and
- (c) notifying the Broker immediately in writing of any material change in the Client's financial circumstances and/or any material change to any of the information given by the Client in the relevant account opening form (including change of employment, address and contact details).

5. PROCEDURES ON ACCEPTANCE OF THE CLIENT'S ORDERS

- 5.1 The Client may instruct the Broker to execute any CFD Transaction by giving an instruction to the Broker in accordance with **Clause 15** of this Schedule, and supplemented by this Clause.
- 5.2 The Client further acknowledges that the Broker may elect not to enter into any CFD Transaction with the Client in its sole and absolute discretion, including situations where the Broker has not satisfied itself that it can hedge its exposure or where, in a respect of a CFD Transaction relating to specific securities of a company, that company undergoes insolvency or Corporate Actions (as defined in **Clause 11(c)** of this Schedule).

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- 5.3 The Broker shall be allowed such amount of time to act and implement the Client's instruction as may be reasonable, having regard to the systems and operations of the Broker and the other circumstances then prevailing. This may cause delays in the processing of the instruction and the execution/entry into a CFD Transaction, and the Client may receive an order execution based on the price of the underlying financial instrument existing in the market at the time of execution (being such time as the Broker agrees to accept and actually accepts the Client's instruction). The price may be different from the price at which the underlying financial instrument was trading when the Client's instruction was received. The Broker shall not be responsible or liable for any loss arising from any delay on the part of the Broker in accepting the Client's instruction.
- 5.4 Without prejudice to the Broker's general discretion to decline a Client's instruction, the Broker further reserves the right at its sole and absolute discretion, in periods of extreme market volatility and heavy trading volume, to limit and restrict the types of orders it will consider accepting from the Client. Furthermore, the Broker retains the right at its sole and absolute discretion and without prior notice, to prioritise the consideration of the clients' instructions (including the Client's instructions) such that orders based on the market price of the underlying financial instrument may have higher priority for the Broker's consideration over those based on limit prices. The Broker shall bear no responsibility or liability whatsoever for failing to consider or accept any instruction of the Client or for exercising or failing to exercise any discretion, power or authority conferred upon the Broker by this Schedule.
- 5.5 If under the Relevant Rules, a CFD can only be transacted in a specified amount or in multiples thereof, the Client must ensure that the contract quantity of the CFD Transaction set out in the Client's order is in the specified amount or a multiple thereof, as applicable. All CFD Transactions must be entered into in accordance with all Relevant Rules.

6. PRICING

- 6.1 The Broker may quote prices at which it may be prepared to deal in CFDs with the Client through such medium and manner as approved by the Broker from time to time and may, in its sole and absolute discretion, quote different prices and charge commission and other charges at different rates to different clients. Upon the Client's request, the Broker may quote a higher or lower figure for each CFD Transaction as compared to then prevailing market prices for the underlying financial instruments. The Client may only enter into a CFD at the Broker's currently quoted price for the given CFD requested for by the Client and within any applicable minimum and/or maximum trade size, unless otherwise agreed to by the Broker.
- 6.2 The Broker may, at its sole and absolute discretion, also notify the Client of certain instruments in respect of which the Broker will not quote, restrictions on the amount for which the Broker will quote, or other conditions that may apply to the Broker's quote, but any such notification shall not be binding on the Broker.
- 6.3 For avoidance of doubt, it is acknowledged that the Broker's quotes are all in the nature of "invitations to treat" and not offers. As such, the Client further acknowledges that none of such quotes may be accepted by the Client and thereby conclude a CFD Transaction between the Client and the Broker. The Client's giving of instructions based on such quotes shall be the relevant offers open for acceptance by the Broker and thereby concluding a CFD Transaction.
- 6.4 Despite the preceding, the Client acknowledges that it is possible that errors may occur in the prices quoted by the Broker which may be due to errors in the prices of the underlying financial instruments and which errors are carried over into the instructions given by the Client. In such

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circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any contract which purports to have been made (whether or not confirmed by the Broker) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at the time of the contract. The Broker also reserves the right to cancel such a contract. The party asserting that the contract is void under this Clause shall give notice to the other within seven (7) days of the contract. If the Client gives notice to the Broker under this Clause, the Broker shall determine, acting reasonably, whether the price quoted was materially incorrect. Without limiting the generality of this Schedule, save where there has been, and only to the extent of, any fraud by the Broker, the Broker does not accept any responsibility or liability for any loss suffered by the Client as a result of the Client's reliance on a price which the Client knew, or ought reasonably to have known, to be materially incorrect.

- 6.5 A quoted price may change at any time after it has been quoted and prior to the use thereof by the Client in making an offer to enter into a CFD Transaction based on such quoted price. Quotes, which are given by the Broker as "indication only" or which have been communicated to the Client as being no longer valid cannot be used by the Client as a basis for making an offer to enter into a CFD Transaction.

7. CFD MARGIN REQUIREMENTS

- 7.1 The Client shall deposit, maintain in each relevant CFD Account and/or, as otherwise required by the Broker, provide the Broker with margin ("**CFD Margin**") in such form and amounts at such times and in respect of such CFD Account as the Broker may from time to time in its sole and absolute discretion require, whether or not such requirement of the Broker is identical to or reflects or is greater than any applicable requirements of any governmental or self-regulatory organisation in any jurisdiction (including any exchange or market or operator of a relevant trading platform) which is required to be maintained by the Broker and/or the Client for CFD Transactions for the CFD Account.
- 7.2 The Client hereby also acknowledges and agrees that the Broker may, in its sole and absolute discretion, with or without notice to the Client, vary the CFD Margin requirements ("**CFD Margin Requirements**") for any CFD Account at any time and by any level and may also stipulate that such CFD Margin Requirements shall apply to existing positions as well as new positions in the CFD Transactions affected by such change.
- 7.3 The Client hereby also acknowledges and agrees that the Broker may, in certain market conditions, effect an immediate change in CFD Margin limits or levels and/or require additional CFD Margin (by any method of communication specified under this Schedule) to be deposited immediately or within a very short period of time which may be less than twenty-four (24) hours ("**CFD Margin Call**"), and waives any right to object on the grounds that such CFD Margin Call is unreasonable. No previous CFD Margin Requirements shall set a precedent or bind the Broker. The Client hereby also acknowledges and agrees to provide such additional CFD Margin immediately upon the CFD Margin Call, provided that, notwithstanding any such CFD Margin Call, the Broker may at any time exercise its rights set out in Clause 10 below and refuse any request by the Client to enter into any further CFD Transactions until the Broker has confirmed receipt of the called CFD Margin in cleared funds.

Notwithstanding the fact that the Broker may make CFD Margin Calls, the Client agrees that it is the Client's principal responsibility to monitor any open CFD positions and all other relevant factors used to calculate CFD Margin payable and the Broker is not obliged to make CFD Margin Calls of the Client at all or within any specific time period nor shall the Broker be responsible for

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or liable to the Client for any failure by the Broker to contact the Client. Without prejudice to the Client's obligation to pay CFD Margin immediately when the same becomes due, the Client must notify the Broker immediately if the Client cannot, or believes it would not be able to, meet a CFD Margin Call when due.

- 7.4 In making such determination in respect of the CFD Margin provided for any CFD Account, the Broker shall not be required to take into consideration margin held by the Broker for the Client in respect of any other CFD Account. The Client acknowledges that the CFD Margin may be held and used to secure the performance of the Client's obligations as well as for such other purposes as the applicable laws may permit or stipulate for the CFD Transactions traded.
- 7.5 All CFD Margin shall be held by the Broker, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favour of the Broker for any and all of the Client's liabilities to the Broker (whether contingent or actual) under this Schedule or otherwise, and the Broker may realise any of the CFD Margin of the Client as provided for in this Schedule.
- 7.6 No interest shall be paid on any type of CFD Margin deposited by Client with the Broker and the Client acknowledges and consents that interest earned on the CFD Margin deposited under this Schedule may be retained by the Broker for its own account and benefit.
- 7.7 The Client shall at its own cost and at the Broker's request, execute and do all such deeds, acts and things (including the performance of such further acts or the execution and delivery of any additional instruments or documents) as the Broker may require for the purposes of this Schedule, including perfecting the Broker's rights to the CFD Margin provided by the Client.
- 7.8 If the Client fails to meet the CFD Margin call, the Broker may (without prejudice to any other rights or powers the Broker may have under this Schedule or otherwise) in its absolute discretion and without creating an obligation to do so, close out, without notice, any or all of the Client's open CFD contracts in respect of which demands for CFD Margin call have not been met.
- 7.9 Each CFD Margin call shall be satisfied within the time stipulated by the Broker (in its absolute discretion) for satisfaction of the CFD Margin call or, in the absence of such stipulation, the Client is required to comply before the commencement of trading in the following day on which the relevant exchange, as applicable are open for business. The Broker may close out all or any open positions of a Client where the Client fails to comply with a demand for margin within a reasonable time after a CFD Margin call has been made by the Broker.

8. WITHDRAWAL OF CFD MARGIN

- 8.1 For so long as the Client owes moneys or obligations (of whatsoever nature and howsoever arising) to the Broker, the Client shall not be entitled to withdraw CFD Margin from the Broker. The Broker may at any time withhold any CFD Margin of the Client pending full settlement of all such moneys or obligations of the Client. Until such time, the CFD Margin will not constitute a debt due from the Broker to the Client, nor will the Client have any right to receive repayment of these funds. Margin excess shall not be available for withdrawal.

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9. OPPOSITE POSITIONS PROHIBITED

The Client acknowledges that it is not entitled to and shall not hold simultaneous opposing CFD positions on the same underlying financial instrument. For example, if the Client originally placed a sell order and subsequently placed a buy order for a CFD on the same underlying financial instrument, this will close all or part of the Client's original sell trade and may create a new open CFD position. If the Client has more than one open CFD position on the same underlying financial instrument, such trades (or part thereof) will be closed in the order "First In, First Out" (commonly known as "FIFO").

10. DEFAULT AND EXTRAORDINARY EVENT/ CLOSURE OF ACCOUNTS

10.1 A "Default" for the purpose of this Section shall be deemed to occur if any of the events pertaining to a Default under **Clause 16** of this Schedule.

PROVIDED in the case of CFD Transactions effected otherwise than on an exchange, in the event of a Default under **Clauses 16.1(c) and 16.1(d)** of this Schedule, all outstanding CFD Transactions (including any CFD Transaction which has not been performed and in respect of which the value date as determined by the Broker is on or precedes the date on which the Broker terminates such CFD Transaction) entered between the Client and the Broker shall be deemed immediately liquidated at prevailing prices (or, if not available, at such prices the Broker deems fit) and the amounts resulting converted into Ringgit Malaysia or such other currency as the Broker may from time to time use as the principal currency of its business (together with all CFD Margin duly converted into Ringgit Malaysia or such other currency as the Broker may from time to time use as the principal currency of its business) at the Broker's prevailing rates and set-off against each other and the CFD Margin prior to the Broker resorting to its rights below and/or payment or repayment to the Client (if applicable).

10.2 Without prejudice to any other right of the Broker hereunder or otherwise at law, in the event of Default, the Broker may (but is not obliged to) immediately or at any time thereafter, with or without notice to the Client, take any one or more of the actions in **Clause 16.5** of this Schedule, and:

- (a) liquidate the CFD Margin or part thereof at a price which the Broker deems appropriate in the circumstances;
- (b) vary the commission rates, the financing charge, any buying or selling spreads or any other applicable fees or charges; and
- (c) call upon any security including any guarantees and letters of credit which may have been issued to or in favour of the Broker as security for the CFD Account(s).

10.3 If there occurs in relation to any CFD Transaction (otherwise than on an exchange) or otherwise in relation to a CFD Account(s) an Extraordinary Event (as defined below), the Broker shall have the sole and absolute discretion to determine any adjustments or action necessary in relation to such CFD Transaction or any or all CFD Transactions or otherwise to a CFD Account(s) in view of the Extraordinary Event. Such adjustments or actions may include altering or varying the quantities of currencies or financial instruments or the exchange rates or specifications of currencies or instruments bought or sold in respect of such CFD Transaction or some or all CFD Transactions, or terminating the CFD Transaction in question or some or all CFD Transactions, or a CFD Account(s) or otherwise. Provided the Broker undertakes such action in good faith, any

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such adjustment or action shall be binding on the Client who shall be liable for any additional loss incurred by the Broker on the account of the Client or which the Client is consequently liable for as a result of such adjustment or action.

- 10.4 An "Extraordinary Event" shall mean any event which the Broker in good faith believes to have a material adverse effect on any CFD Transaction and shall include any form of exchange control restriction, requirement of whatsoever nature or any technical issues affecting availability, convertibility, credit or transfers of currencies, financial instruments or funds (including scenarios where the price of any underlying financial instrument is not available on the relevant exchange), any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying currencies or financial instruments of any CFD Transaction, any form of restriction or requirement and/or improper conduct by the Client in relation to a CFD Account, which in the Broker's good faith opinion adversely alters or changes the rights or obligations which the Broker in good faith undertook upon the establishment of such CFD Transaction.
- 10.5 The CFD Account may also be terminated as of right without the need for any reason whatsoever by the Broker or the Client giving the other party not less than five (5) days' notice in writing. Without prejudice to the foregoing, the Broker in any event reserves the right not to disclose the reason for terminating the account. Such notice to terminate the CFD Account shall not be a waiver of all accrued obligations of each party in respect of the CFD Account and these accrued obligations shall continue to be governed by these terms until such obligations are performed. The Client accepts that during the notice period, the Client can only liquidate outstanding positions and is not allowed to put on new positions in the CFD Account.
- 10.6 Prior to the date of the termination of any CFD Account, the Client shall instruct the Broker as to the proper disposal or transfer of money and other properties of the Client in relation to such CFD Account. If the Client fails to do so, the Broker may exercise any of its rights as if a Default had occurred in respect of the Client. Nothing in this Clause shall prejudice any of the Broker's other rights under this Schedule.
- 10.7 To the fullest extent permitted by the law, the Client acknowledges and agrees that the Broker is not intended to have any liability and shall not be responsible for or liable to the Client for any loss whatsoever that may arise or that may be suffered or incurred by the Client as a result of a termination of the CFD Account or a relevant primary service or part thereof by the Broker or any of its actions under this Clause. Any fees, expenses, costs and other charges of the Broker accrued or incurred up to the effective date of termination shall be paid by the Client. After the termination of the CFD Account or the relevant primary service, the Broker shall close the CFD Account at such time that it deems appropriate.

11. ADJUSTMENTS AND CORPORATE ACTIONS

- 11.1 Without prejudice to any other right of the Broker hereunder or otherwise, if the underlying financial instrument of the CFD on which the Client is trading becomes subject to possible adjustments as a result of:
- (a) a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;
 - (b) a distribution to existing holders of the underlying financial instrument of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds

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of liquidation of the issuer equal proportionately with such payments to holders of the underlying financial instrument granting the right to a distribution of shares or to purchase, subscribe, or receive shares; or

- (c) any event in respect of the shares analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the market value of the shares (such events, "**Corporate Actions**"),

the Broker may determine the appropriate adjustment, if any, to be made to the contract value of that CFD and/or the related contract quantity to account for the dilutive or concentrative effect necessary to preserve the economic equivalent prior to that event, to be effective as of the date determined by the Broker and such determination shall be conclusive and binding on the Client. Notwithstanding the foregoing, the Broker reserves the right to close all open CFD positions relating to the underlying financial instrument before the occurrence of the abovementioned adjustments.

12. MARKET DISRUPTION, SUSPENSION OF TRADING, DELISTING OF UNDERLYING FINANCIAL INSTRUMENT OR CLOSURE OF HEDGE POSITION

12.1 On the occurrence of any one, some or all of the following circumstances or events:

- (a) the underlying financial instrument on which the Client is trading is the subject of a take-over offer or merger offer or the issuer of such equity has entered into or is the subject of insolvency or liquidation proceedings;
- (b) the underlying financial instrument on which the Client is trading is suspended or delisted from trading;
- (c) any event which disrupts the market, including the suspension of or limitation of trading by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise howsoever and which is, in the sole and absolute determination of the Broker, material;
- (d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply or electronic or communications equipment failure; or
- (e) the Broker's counterparty in a Hedge Position unwinds or closes out the Hedge Position or for any other reason the Broker is no longer able to maintain the Hedge Position; the Broker may in its sole and absolute discretion with or without notice to the Client (and without prejudice to any other rights or remedies it may otherwise have under the terms and conditions of this Schedule or at law) take any or all of the following actions:
 - (i) close any or all open CFD positions, refuse any trades, cancel any orders and fill any orders in each case at such level as the Broker may consider in good faith to be appropriate in all the circumstances;
 - (ii) require open long CFD positions to be settled in full from the date of suspension or such date(s) which the Broker shall determine;

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- (iii) impose mandatory maintenance CFD Margin Requirements on open short CFD positions based on the last done market price of the underlying financial instrument prior to suspension (or on such date(s) which the Broker shall determine);
- (iv) close or terminate the CFD position if the underlying financial instrument is delisted or suspended for an unduly long period of time and cash-settle the contract at such price(s) which the Broker shall determine;
- (v) suspend or modify the application of any of the terms and conditions of this Schedule to the extent that it is impossible or not reasonably practicable to comply with them; or
- (vi) take all such other actions as the Broker deems appropriate in the circumstances.

13. ACCOUNT ADJUSTMENT FOR DIVIDENDS

13.1 An adjustment to the Client's CFD Account shall be made with reference to any dividend attributable to the underlying financial instrument of any CFD, or in the case of an applicable index CFD (i.e. an index CFD specifically notified to be subject to such dividend adjustment in a relevant CFD Disclosure Document) the dividend attributable to the component security of the index, and shall be made as follows:

- (a) where the Client holds a long CFD position, the Broker shall adjust the account in favour of the Client by the dividend (net of relevant taxes) per share or pro-rated in the case of an index CFD, multiplied by the contract quantity; and
- (b) where the Client holds a short CFD position, the Broker shall adjust the CFD Account in favour of the Broker by the gross dividend per share or pro-rated in the case of an index CFD, multiplied by the contract quantity.

the Broker reserves the right to make any further adjustments to the amount credited to (or debited from) the Client's CFD Account to take into account any fees imposed by the Broker and/or exchange rate risks arising from the price of the CFD Transactions.

14. FEES, INTEREST, COMMISSIONS AND CHARGES

14.1 The Client shall promptly pay all fees, interest, commissions, transaction costs and charges at such rates and in such manner as the Broker may in its sole and absolute discretion impose and stipulate from time to time with respect to the execution, performance and/or settlement of any contract or otherwise for the maintenance of the CFD Account. The Client shall make payment to the Broker's order promptly of any outstanding sum on the due date of the relevant contract, or upon demand by the Broker as provided for in this Schedule.

14.2 The Broker shall be entitled to charge interest on any sum or payment due to the Broker from the Client at such rate and calculated and/or compounded in such manner as the Broker may, in its sole and absolute discretion, impose and determine from time to time and to debit the Client's CFD Account in respect of the interest due. In the event that there are insufficient cleared funds in the Client's CFD Account, the Client acknowledges that any amount due and payable from the Client under this Clause is a debt due and owing by the Client to the Broker.

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15. INSTRUCTIONS

- 15.1 The Client may give instructions to the Broker to operate a CFD Account or to execute a CFD Transaction.
- 15.2 When giving instructions, Client is solely responsible for ensuring the accuracy and completeness of all instructions, and that the Client does not give conflicting, inconsistent or contradictory instructions to the Broker. When placing contingent instructions, such as "stop-loss" or "stop-limit" orders, the Client acknowledges that such instructions will not necessarily limit the Client's losses to the intended amounts as it may be impossible to act on or to execute such instructions under certain market conditions. For over-the-counter CFD Transactions, the Client further acknowledges that the prices and characteristics of such CFD Transactions are individually negotiated and there is no central source for obtaining prices and hence the prices for such CFD Transactions may not be the best prices available to the Client.
- 15.3 The Broker is not obliged to act on any instructions of the Client or enter into any CFD Transaction with the Client for any reason and without giving any reason therefore and the Broker shall not be responsible for or liable to the Client whatsoever as a result of such refusal to act, including if:
- (a) any instructions are, in the Broker's opinion, unclear or ambiguous or inconsistent with any other instructions;
 - (b) any instructions might cause the Broker to contravene any applicable laws (whether or not having legal and binding effect);
 - (c) the Broker is unable to verify the identity of the Client to its satisfaction;
 - (d) the Broker has any doubt on the authenticity, clarity or completeness of the instruction; and
 - (e) the form or content of such instruction is not in accordance with the requirements or policies or practices as prescribed by the Broker from time to time.
- 15.4 Notwithstanding the above, the Broker may:
- (a) act upon any instruction which the Broker believes to be given by the Client without inquiry as to the identity or authority of the person giving or purporting to give such instruction or the authenticity and correctness thereof or the purpose or propriety of any instruction;
 - (b) act on incomplete or unclear instructions if the Broker reasonably believes the Broker can correct the information without seeking clarification or confirmation from the Client, in accordance with any reasonable interpretation thereof which any officer, employee, agent, representative or any intermediary, believes in good faith to be the correct interpretation;
 - (c) if the Broker receives conflicting, inconsistent, contradictory or multiple instructions, and determines the order of acting without seeking clarification or confirmation from the Client;
 - (d) at any time change or implement new security procedures or features relating to modes of instructions, verifying the Client's identity or otherwise as the Broker may think are necessary; and/or
 - (e) require confirmation of any instruction from the Client in any form or manner as it deems appropriate.

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- 15.5 The Broker shall not be responsible or liable for acting on any instructions which the Broker believes in good faith originates from the Client or an Authorised Person (as defined below). The Client will provide the Broker with the names and specimen signature(s) of the person(s) authorised to give instructions on the Client's behalf ("**Authorised Persons**") in writing and give the Broker prompt written notice of any changes thereto. Until the Broker's receipt of such notice, the Broker may rely on the last list of Authorised Persons on the Broker's records. the Broker may verify and satisfy itself as to the identity of the person purporting to give instructions on behalf of the Client or the source and origin of such instructions and the Broker may refuse to rely or act upon any such instruction unless and until the Broker is satisfied as to the matters on which the Broker sought verification.
- 15.6 CFD Transactions carried out by the Broker acting on the Client's instructions made or given or purporting to be made or given by the Client or by any other person on behalf of the Client shall be binding on the Client for all purposes regardless of the circumstances prevailing or the nature of the CFD Transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instructions or other communications. This is unless the Client has given an instruction to withdraw, cancel, revoke or vary a previous instruction and (a) the Broker has not in the interim executed such instruction or taken irrevocable action for its execution (whether by onward instruction to an intermediary to execute such instruction or otherwise); (b) the Broker is able, with respect to such unexecuted instruction to withdraw, cancel or revoke such instruction before its execution or before irrevocable action is taken for its execution and has effectively done so; and (c) the withdrawal, cancellation, revocation or variation as the case may be, will not prejudice the Broker's position. Notwithstanding the foregoing, where, after a CFD Transaction is carried out, the Broker forms the belief that there was an error or misunderstanding or lack of clarity in the terms of such instructions or other communications or an Authorised Person has acted in excess of his authority or the CFD Transaction would infringe any applicable laws, the Broker may, in its sole and absolute discretion, withdraw, cancel, revoke or treat such instruction as void from the outset or otherwise, and the Broker shall not be responsible or liable for any loss arising from such actions.
- 15.7 In the event that the Broker decides to act on any instruction or is otherwise under an obligation to act on any instruction, the Broker shall be allowed such amount of time to act and implement any instruction as may be reasonable having regard to the systems and operations of the Broker and the other circumstances then prevailing and shall not be responsible or liable for any loss arising from any delay on the part of the Broker in acting on any such instruction.
- 15.8 Where the Broker has executed any CFD Transaction or CFD Transactions on behalf of the Client in accordance with an instruction, the Client shall bear full responsibility for any filing, registration, notification or other compliance or relevant requirements in respect of such CFD Transactions (including any notification to a stock exchange or regulatory body in respect of any position limits, substantial shareholding or any connected or related party transaction). The Broker shall have no obligation whatsoever to issue any notification, warning or advice to the Client in this respect.
- 15.9 The Broker may record, by any means and at any time, any communications through any medium between the Broker and the Client or any representative or agent of the Client using any recording apparatus. Any such recording may be used in evidence against the Client. The Broker's record of any such instructions shall be conclusive and binding. The Broker may, in accordance with its internal procedures and policies and business requirements, periodically destroy such recordings without giving any reason and without having to account to any Client for the same. No adverse inferences shall be drawn against the Broker for not having made any such recording, or for having destroyed such recording in the ordinary course of its business or pursuant to routine procedures or for not providing, or producing, any such recordings.

CLIENT AGREEMENT (Individual)

16. DEFAULT (SUSPENSION / CLOSURE OF ACCOUNT)

16.1 The Client agrees that if any one of the following events occurs (“**Default**”), the Broker will have the immediate right, at its discretion, to suspend or close any and any one or more CFD Account and take any one or more of the actions available to it in this Clause:

- (a) the Client fails to comply with or perform any of its obligations in this Schedule, the relevant account opening form or in respect of any CFD Account, CFD Transaction or primary service;
- (b) the Client fails to make, when due, any payment or delivery required to be made by it under this Schedule, the relevant account opening form or in respect of any CFD Account, CFD Transaction or primary service;
- (c) any person (whether one or more individuals or sole proprietorships or any partner of a partnership) constituting the Client dies, becomes bankrupt, of unsound mind, unable to pay his debts as they fall due or has an action commenced against him to place him in bankruptcy, or if an action is commenced to dissolve and/or alter the partners or the constitution of the Client (where the Client is a partnership);
- (d) the Client (or where the Client comprises two or more persons or where the CFD Account is a joint account, any such person) makes any arrangement or composition with his creditors;
- (e) any claim, action or proceeding of any nature is commenced against the Client (or where the Client comprises two or more persons or where the CFD Account is a joint account, any such person), or steps are taken by any person to enforce any security against the Client (or where the Client comprises two or more persons or where the CFD Account is a joint account, any such person);
- (f) the Broker in good faith forms the opinion that its interest would be adversely affected if it does not suspend or close the CFD Account;
- (g) if the Broker becomes aware of suspicious or reasonably possible fraudulent or unauthorised CFD Account activity, which may cause loss to the Client or the Broker; or
- (h) a default, event of default or other similar condition or event (however described) occurs in respect of the Client (or where the Client comprises two or more persons or where the CFD Account is a joint account, any such person) or any affiliate of the Client under one or more agreements of any of them (individually or collectively) with the Broker.

16.2 All acts performed by the Broker and/or the intermediaries prior to receiving written notice of the Client’s death, incapacity or incapability (if a natural person) shall be valid and binding upon the Client and the Client’s successors in title. In the event of the Client’s death, the Broker shall be absolutely protected in acting under this Schedule until the Broker receives actual notice of death from the legal personal representatives or executors of the Client. The legal personal representatives or executors will be recognised by the Broker as having the sole authority to act under this Schedule on behalf of the deceased Client.

16.3 The Client shall immediately notify the Broker if any Default occurs, or if a Default or potential Default is likely to occur.

CLIENT AGREEMENT (Individual)

- 16.4 Upon the suspension or closure of a CFD Account, no further transactions for that CFD Account may be initiated by the Client.
- 16.5 If any of the events of Default occurs, without prejudice to any other rights that the Broker may have under this Schedule or the relevant account opening form, the Client agrees that the Broker will have the right to take any one or more of the following actions without having to give prior notice to the Client:
- (a) terminate its relationship with the Client and demand that the Client fully pay the Broker all sums owing by the Client to the Broker;
 - (b) terminate any outstanding CFD Transactions or other open positions in the CFD Account, or close-out or otherwise liquidate the same in such manner and upon such terms as the Broker deems fit;
 - (c) terminate any primary service utilised by the Client;
 - (d) sell any or all capital markets products or any property outstanding which may be long or short held in any and every CFD Account or in custody thereafter apply the net proceeds of sale (after deducting for the Broker's costs and expenses in connection with such sale) towards settlement of all monies owing by the Client to the Broker or to any associate or apply any amounts whatsoever nature standing to the credit of the Client against any amounts which the Client owes to the Broker (of whatsoever nature, and howsoever arising, including any contingent amounts) or generally to exercise the Broker's right of set-off against the Client;
 - (e) satisfy any obligation the Client may have to the Broker (either directly or by way of guarantee or suretyship) out of any cash or other property of the Client in the Broker's custody or control;
 - (f) net or set off some or all positions and balances in the CFD Account by using proceeds in Client Account;
 - (g) take delivery under any of the positions in the CFD Account;
 - (h) hedge and/or enter into off-setting or other CFD Transactions in order to establish a spread or straddle to protect against any risk of loss in respect of such positions;
 - (i) sell, realise, liquidate or otherwise apply all or any part of the collateral towards satisfaction of any and all of the Client's liabilities to the Broker at a price which the Broker deems appropriate in the circumstances;
 - (j) cancel or complete any outstanding instructions or other commitments made on behalf of the Client for the purchase or sale of any property or for any CFD Transaction or CFD Account;
 - (k) borrow or purchase or otherwise procure any such property being the subject matter of any sale and making delivery under such sale;
 - (l) cancel any outstanding instructions in order to close the CFD Account;
 - (m) suspend (indefinitely or otherwise) or terminate any CFD Account, or the Broker's

CLIENT AGREEMENT (Individual)

relationship with the Client and accelerate any and all liabilities of the Client to the Broker so that they shall become immediately due and payable;

- (n) hedge and/or close out any outstanding CFD Transaction (including any CFD Transaction which has yet to be settled on the date on which the Broker terminates such CFD Transaction) by determining its value in good faith as of the date of the close-out as soon as practicable after the close-out;
- (o) call upon any collateral including any guarantees and letters of credit which may have been issued to or in favour of the Broker as security for the CFD Account(s);
- (p) apply any amounts of whatsoever nature standing to the credit of any CFD Account against any amounts which the Client owes to the Broker (of whatsoever nature and howsoever arising, including any prospective or contingent amounts), or generally to exercise the Broker's right of set-off against the Client;
- (q) demand any shortfall, after taking any one or more of the above steps, from the Client, hold any excess pending full settlement of any other obligations of the Client, or pay any excess to the Client by way of cheque to the last known address of the Client; and
- (r) exercise such other authority and powers that may have been conferred upon the Broker by this Schedule and the relevant account opening form, on such terms and conditions as deemed appropriate by the Broker. In exercising any one or more of its foregoing rights, the Broker shall not be obliged to furnish any reason to the Client.

(End of the Fourth Schedule)

CLIENT AGREEMENT (Individual)

APPENDIX 1

No	Item	Particulars
1	Deposit Amount	

(End of Appendix 1)

CLIENT AGREEMENT (Individual)

EXECUTION PAGE

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day and year first above written.

Signed by the Client

In the presence of:

Name:
NRIC No.:

Name:
NRIC No.:

Signed for and on behalf of
The Broker

)
)
)
)

Phillip Capital Sdn. Bhd.
B-18-6, Megan Avenue 11,
12, Jalan Yap Kwan Seng,
50450 Kuala Lumpur, Malaysia.

Name:
Designation:
NRIC No.:

Name:
Designation:
NRIC No.:

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:



 Instructions on Completing the "Phillip Capital Sdn Bhd ("PCSB") E-Invoice Form"

Please complete all the information required in legible writing. Any amendments must be clear and legible and also countersigned. Do not use any form of correction liquid or tape.

Note : The information/ details provided herein will be updated in PCSB records. Any information not provided in this form shall be deemed to have remained unchanged.

CLIENT'S PARTICULARS	
Client's Name (as per NRIC/ Passport/ Business Registration):	
New NRIC/Passport No./Company Registration No.:	Contact No.:
Tax Identification Number (TIN):	E-mail Address:
Business MSIC Code:	
SST Registration No:	
E-INVOICE PREFERENCE	
Please tick (✓) the following box below to indicate whether you would like to receive an e-invoice for each transaction:	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

I hereby declare that :-

- All information provided by me in connection with this form is true, accurate and complete.
- Where the information set out above differs from that previously provided by me or existing in the records of PCSB, PCSB is authorized to update their records accordingly with such new or revised information.
- I agree to be bound by the Trading Account Terms and Conditions, as amended from time to time.

Name :

NRIC/Passport No./Company Registration:

Date :

.....
 Signature of Applicant/Client/Authorized Signatory(ies)

(Rubber Stamp of company/Common Seal to be affixed, if applicable)

FOR OFFICE USE ONLY			
VERIFICATION (For Contact Details and Banking Information Updates)-For Future's Dealer			
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:	
Date:	Date:	Date:	DCS: YES / NA

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	
<p>I/We wish to apply for the PCSBFST for my/our retail/collateralised/cash/margin plus trading 2 in 1 account.</p> <p>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)</p> <p>I/We understand that PCSB is under no obligation to approve my/our application herein.</p> <p>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.</p>	
<p>Applicant's Name: _____</p>	<p>_____</p> <p>(Signature of Applicant/Authorised Signatories)</p>
<p>NRIC/ Company No: _____</p>	<p>Date: _____</p>



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: