

CLIENT ACCOUNT GENERAL TERMS & CONDITIONS

Please note that capitalized terms may be a defined term. Please refer to **Appendix A** for the definitions.

1. **AUTHORISATION**

1.1 The Client hereby irrevocably and unconditionally authorises the Company to open and administer the Client's Accounts as well as any other account(s) as the Company may deem fit for and on behalf of the Client to carry out the Client's instructions issued to the Company on the Terms set out below.

2. **GENERAL**

2.1 The Form and the Terms shall form an integral part of the contractual relationship between the Client and the Company. The Company's provision of Electronic Services to the Client shall be subject to the Terms, the contents in the Form and the Website Terms.

2.2 By using the Electronic Services the Client acknowledges that the Client has received and understood these Terms and all other terms and conditions that also govern the Client's Account(s) with the Company regardless of whether the Client executes the Form.

2.3 Where the context requires, and the law permits, 'the Company' shall include subsidiaries or related companies of the Company (as defined under the Companies Act, 2016). The Companies Act 2016 shall also include any statutory amendments or re-enactment thereof and every other legislation made thereunder for the time being in force).

2.4 The Client agrees that, when presently and in the future the Client clicks on an "I Accept", "I Consent" or other similarly worded "button" or entry field with his or her mouse, keystroke or other computer device, the Client's agreement or consent will be legally binding and enforceable and the legal equivalent of the Client's hand-written signature.

3. **COMPLIANCE WITH LAWS AND GUIDELINES**

3.1 The Client shall abide by all Laws and Rules including, without limitation, the Exchanges' Rules relating to:

- 3.1.1 the operation of the Client's Account(s), Client's Margin Account and the Client's trading activities;
- 3.1.2 the provision of Electronic Services; and
- 3.1.3 all matters related to the transactions contemplated herein.

3.2 The Client shall at all times adhere to and comply with all applicable AMLA provisions with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with the Company and in particular:

- 3.2.1 shall disclose to the Company the particulars of the ultimate beneficial owner of the account(s) in the event the Client is not the ultimate beneficial owner of the said Client's Account(s); and
- 3.2.2 shall provide the Company with all relevant information and documents, as and when requested, for purposes of identification of the Client and verification of the Client's source of funds under the Company's prevailing "know your client" procedures.

3.3 The Client agrees that it is subject to and governed by the requirements of the United States of America legislation known as the Foreign Account Tax Compliance Act 2010 ("FATCA") and authorizes the Company to disclose account as well as transactional information for and in relation to FATCA to any party(ies) required under FATCA or to comply with FATCA and any arrangements thereto.

3.4 The Client further acknowledges and agrees that any reportable Client's Account(s) as well as any transactional information of the Client's Account(s) may be provided to the tax authorities of the country/ jurisdiction in which such Client's Account(s) is/ are maintained and, exchanged with/ provided to, the tax authorities of another country/ jurisdiction in which the Client may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.

4. **ELECTRONIC SERVICES**

4.1 On the Client's request for the Electronic Services, the Company shall provide Electronic Services to the Client solely for the Client's own purposes and the Electronic Services shall not be extended for use by third parties. The Client agrees that all orders made through the Electronic Services shall be deemed to be confirmed and binding on the Client without any requirement to furnish proof to the Company.

4.2 The Client acknowledges and understands that the Electronic Services is a communication and trading tool made available by the Company to the Client at the Client's request to facilitate the communication between the Client and the Company and the trading of or dealing in Securities via the Internet. The Client also acknowledges that there are security, confidentiality and other risks in the use of the Electronic Services and the Internet which may be beyond the reasonable control of the Company and that, by electing to use and communicate through the Company's Electronic Services and the Internet, the Client accepts that all communications between the Client and the Company are made at the Client's sole risk. The Client agrees and accepts that prices of Securities quoted through the Company's Electronic Services may change at any time and from time to time depending on the actual market conditions and accordingly, the Client's orders in respect of dealings in Securities may not be executed or matched at the same prices as the prices then quoted through the Company's Electronic Services at the time of the issuance of any such orders.

4.3 The provision of Electronic Services shall be conditional on the Client's compliance with the terms and conditions herein. The Client shall only be entitled to utilize the Electronic Services in strict compliance with any security or other requirements imposed by the Company in its absolute discretion. The Company may at any time impose conditions or other requirements to ensure that the integrity and security of the Electronic Services will not in any way be compromised and the Client shall comply strictly with all such conditions and requirements.

- 4.4 The Client shall notify the Company in writing not later than 24 hours from the time the Client becomes aware of any of the following:
- 4.4.1 loss or theft of the Client's verification code, passwords, and/ or account numbers or other personal or security information relating to the Client's Account(s) or the Electronic Services;
 - 4.4.2 unauthorized use or interception of any of the Client's verification code, passwords and/ or account numbers or other personal or security information relating to the Client's Account(s) or the Electronic Services or any information (data, facts, opinions and any other information provided through or in relation to the Electronic Services);
 - 4.4.3 failure by the Client to receive an acknowledgement from the Company that an order initiated by the Client through the Electronic Services has been received and/ or executed through the Electronic Services;
 - 4.4.4 receipt of confirmation of an order which the Client did not place, or any similarly inaccurate or conflicting report, account statement or information;
 - 4.4.5 failure by the Client to receive accurate conformation of an order or its execution, via Internet, electronic mail at the Client's Internet address notified to the Company, within the same business day after entering the order through the Electronic Services;
 - 4.4.6 discrepancy between any report produced or made available to the Client by the Company on any medium (including electronic bulletin board), or in the Client's portfolio, or an information source (including but not limited to third parties, stock exchange, company), and any other such report or confirmation of a trade order;
 - 4.4.7 if there is a discrepancy in the Client's Account(s) balance, security positions or order status reported to the Client through the Electronic Services; and
 - 4.4.8 without prejudice to Clause 4.10, if there is any other type of discrepancy or suspicious or unexplained occurrence or activity relating to the Electronic Services or the Client's Account(s) and/ or the access or use of the same.
- 4.5 Electronic Services fees shall include:
- 4.5.1 all subscription and service fees as may be prescribed by the Company from time to time for the provision of the Electronic Services which shall be payable monthly in advance on a non-refundable basis; and
 - 4.5.2 any other reasonable fees and charges as may be imposed by the Company at its sole discretion from time to time for Electronic Services rendered to the Client under the Terms herein.
- Enrolling and Use of the Electronic Services**
- 4.6 The Client agrees and acknowledges that the Company requires the Client to provide a savings and/ or current bank account number with any financial institution in Malaysia which account is valid and able to effect electronic payment or telegraphic transfer to the Company.
- 4.7 The Client agrees and acknowledges that the Company's relevant service provider shall verify the Client's bank account number to activate the use of the Electronic Services. The Company reserves the right to reject the account application for any reason including but not limited to an invalid bank account number provided by the Client.
- 4.8 For online registration at the Company's Website to use the Electronic Services the Client will be asked to set a profile for the Client's Account and prompted to set the following:
- 4.8.1 a User ID which must be in an alpha-numeric combination of between 6 and 12 characters/ digits;
 - 4.8.2 a numeric Trading PIN of 6-digits;
 - 4.8.3 a bank account number with a financial institution in Malaysia;
 - 4.8.4 security questions that will be presented to the Client, as part of the Client verification process that the Company will conduct when the Client places a telephone call to the Company for enquiry, etc pertaining to Client's Account; and
 - 4.8.5 your primary e-mail address for receiving electronic communications as discussed above.
- 4.9 Upon successful completion of the registration the Client shall utilize the Electronic Services by means of any or all of the following media:
- 4.9.1 modem-equipped terminal or personal computer;
 - 4.9.2 touch screen terminals; or
 - 4.9.3 any other medium of communication that the Company may, in its absolute discretion, adapt or introduce for the Client's use from time to time.
- 4.10 The Client undertakes to safeguard any and all user names, passwords or other access codes, provided by the Company, and the Company may rightfully assume that any person using the Company Website with the Client's user name and password is the Client. In this regard, the Client agrees that no claims shall be made by the Client or on its behalf in respect to any losses, costs and expenses incurred by the Client as a result of such unauthorized usage.
- 4.11 The Company does not warrant the confidentiality or security of any information transmitted through the Internet. The Client accepts and agrees that the Company shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the Electronic Services provided by the Company or any relevant internet service provider, network provider or communication network provider.
- 4.12 The Electronic Services are provided on an "as is", "as available" basis and the Company makes no representation, warranty, condition or undertaking of any kind, whether expressed or implied in respect of any part of the Electronic Services or the reliability or quality thereof. The Client acknowledges that the Company has not given any such representations, warranties, conditions or undertakings in respect of any part of the Electronic Services or the reliability or quality thereof.
- 4.13 The Client shall ensure that any computer, system or other device from which the Client accesses and uses the Client's Securities portfolio is properly maintained and free from any defects, viruses or errors. It shall be the Client's responsibility to ensure that the Client's computer is loaded with the latest anti-virus and anti-spyware software and that the said software is at all times installed and updated.

- 4.14 The Client shall not hold the Company or the Executing Broker liable in any manner whatsoever for the conduct of any Executing Broker over the Client's Account, the Securities in the Client's Account, access or unauthorized access to the Client's securities portfolio and any matter related thereto.
- 4.15 The Client agrees and acknowledges that Securities such as Leading Entrepreneur Accelerator Platform (LEAP) Market, leveraged and inverse exchange traded funds (ETFs) or any other Securities from time to time as notified by the Company is not available for trading on the Electronic Services.

New Services, Hardware and Software

- 4.16 The Company may introduce new service(s) and/ or new product(s) through the Electronic Services at any time. By utilising such new service(s) and/ or product(s) as and when such new service(s) and/ or product(s) become available, the Client agrees to be bound by the terms and conditions as the Company may prescribe governing each such new service and/or product.
- 4.17 If new or different versions of the web browser or other software necessary for the operation of the Electronic Services are available, the Company reserves the right not to support any prior version of the web browser or other software. If the Client fails to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the Company, the Company may reject instructions sent by the Client.
- 4.18 The Company reserves the right to change the type or versions or specifications of any hardware or equipment that the Client may be required to use for the Electronic Services and in the event the Client fails to obtain the necessary hardware or equipment to use the Electronic Services, the Company may reject instructions sent by the Client or cease the Client's access to or use of the Electronic Services.

5. ORDERS & INSTRUCTIONS

- 5.1 Orders can only be given by the Client during BMSB trading hours or during the trading hours of the relevant Stock Exchange where global trading in Foreign Securities is applicable and subject to the Company having activated their ordering system for Electronic Services. Notwithstanding the above, the Company shall have the absolute discretion to vary and alter the time period of such instructions or orders.
- 5.2 It is the Client's sole responsibility to ensure that all orders and instructions communicated are accurate, correct and clearly transmitted. The Client hereby irrevocably and unconditionally authorizes the Company to act on and/ or accept all instructions, communications and/ or orders given, through the Electronic Services, without any requirement to furnish proof to the Company notwithstanding that such instructions, communications and/ or orders may have been given without the Client's authority.
- 5.3 Subject to Clause 5.4 all instructions transmitted to the Company through the Electronic Services shall be irrevocable and conclusive and the Company shall be entitled to act on such instructions (in whole or in part) in accordance with the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same notwithstanding the Company's receipt of any of the Client's request to cancel or amend such instructions. For the avoidance of doubt, the Company shall not be taken to have received or to have notice of any request for cancellation or amendment of instructions from the Client until the Company communicates its receipt of the same to the Client.
- 5.4 Upon receipt by the Company of any request to cancel or amend any instruction, the Company may, but shall not be obliged to, cancel or amend any instruction after the instruction has been transmitted to the Company. The Company shall use all reasonable efforts to act on the Client's request for the cancellation or amendment prior to the Company's execution of such instructions, but the Company shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that the Company cancels or amends, attempts to cancel or amend, any instructions at the Client's request, the Client shall be liable to pay any and all costs and expenses that may be incurred by the Company. For the avoidance of doubt, the Client shall be bound by the execution for the Client by the Company of any instruction (whether in whole or in part) if and to the extent that such instruction (or any part thereof) was not cancelled or amended by the Company for the Client pursuant to the Client's request.
- 5.5 All transactions executed or done by the Company pursuant to the Client's instruction shall be binding on the Client. The Company hereby reserves the right to deactivate or revoke the Client's access to and use of the Electronic Services if the Company suspects or has reason to believe that the instructions issued using the Client's user name and/ or password are or have not been duly authorized by the Client. In such event, the Company may require the Client to re-apply for a new user name, password or other access codes and the Company shall not be liable for any loss arising from the deactivation or revocation of the Client's access to and use of the Electronic Services.
- 5.6 The Company shall not be under any duty to verify the identity of the person(s) giving those instructions or the accuracy or truth of such instructions and the Company shall not be held responsible or liable for any loss whatsoever (direct, indirect, special, consequential) that may result from unauthorized instructions.
- 5.7 All order(s) shall be deemed to be made at the time received by the Company and in the format received. The Client acknowledges and accepts, without limitation or liability to the Company, that when placing orders for Securities, there will be times when a quoted price will change prior to the execution of the order(s) due to market circumstances and that not all order(s) will be executed in chronological sequence with the order(s) being placed.
- 5.8 The Company shall not be liable to the Client for any losses or damages (whether direct or indirect) arising from any failure to receive or delay in receiving any order, instruction or communication issued by, for or on behalf of the Client nor for any delay, omission, interruption in transmission or wrongful interception of any order or instruction through any equipment or system. The Company, however, will endeavour to resolve any matter or issue arising from the Electronic Services and, where applicable, take such action which is consistent with market practice.

- 5.9 The Client agrees that the Client must disclose the availability of Securities as tradeable balance for delivery purposes when instructing the Company to execute a sell order and to deliver to the Company promptly, any certificates, related valid transfer deeds and documents of title of Securities, where applicable, which the Company has sold on the Client's behalf or ensure that the Client has "free Securities" in the Client's CDS account on the Settlement Due Date or accept that the Company may effect a 'buy-in'.
- 5.10 In accordance with the Fixed Delivery and Settlement System (FDSS) established under the BMSB rules and/ or in compliance with any other Exchanges' Rules and guidelines, if the Client fails to make payment for any Securities purchased by the Company on the Client's behalf pursuant to the Electronic Services or fails to deliver any Securities for which the Client is liable to deliver to the Company on the Settlement Due Date, the Company shall be entitled to sell-out or buy-in such Securities as may be required to clear the Client's position with the Company, without notice to the Client. Any selling-out or buying-in, as the case may be, shall be affected in accordance with the BMSB and/ or any other Exchanges' Rules.
- 5.11 The Company shall not be liable to the Client for any loss or damage suffered by the Client as a result of any fall or rise in the market price of the Securities between the first day the right to sell-out or buy-in, as the case may be, arose and the day the Company actually sells or purchases the relevant Securities. The Client acknowledges that a prior demand or call shall not be considered a waiver of the Company's rights under this clause. The Client shall indemnify the Company for all losses incurred in respect of or arising from any liquidation or purchase of Securities as aforesaid.
- 5.12 Notwithstanding that all shares, stocks or other Securities in the Client's Account(s) are registered in the Client's name, the Client shall hold, dispose of or otherwise deal with the Securities in the manner prescribed and acceptable by the Company and save and except for any act(s) of fraud or gross negligence, the Company shall not be held liable for any reasons whatsoever by reason of prescribing such manner of disposal of or dealing with the said Securities should the Client suffer or incur any losses, liabilities, damages, claims, interests, charges, expenses, costs and/ or any other adverse consequences resulting from such prescription by the Company.
- 5.13 All instructions received by the Company which the Company in good faith believes to have been made by the Client shall remain effective for the protection of the Company in respect of payments made/instructions implemented in good faith notwithstanding the death, bankruptcy, winding-up order/the revocation of any instructions by any means, until written notice with documents evidencing the death, bankruptcy, winding-up order/ such revocation is received by the Company.
- 5.14 The Company makes no recommendation, advice or representation for any Securities or potential value or suitability of any transaction or investment strategy which are suitable for the Client's investment objectives, financial background and other particular needs. The Client acknowledges that the Client shall not in any event rely on any representation or advice by the Company, its employees, CMSRLH and agents without the Client independently verifying the same and/or determining that the information is reasonable to be relied upon. The Client acknowledges that instructions executed by the Executing Broker are made at the Client's sole risk, and are accepted by the Company on the basis that they constitute the Client's independent judgment. The Company shall not be liable for any losses suffered by the Client arising from any execution of the Client's instructions and/or the Client's failure to exercise reasonable care and diligence.
- 6. CLIENT'S ACCOUNT(S) – OPERATIONS AND ADMINISTRATION**
- 6.1 The Client hereby irrevocably and unconditionally authorises the Company, to the extent permitted by law, to carry out any of the following:
- 6.1.1 debit any of the Clients' Account(s) in respect of any Indebtedness;
- 6.1.2 set off against any Client's Account(s) in or towards settlement of the Indebtedness or any part thereof;
- 6.1.3 suspend or close any of the Client's Account(s) without giving any reasons whatsoever;
- 6.1.4 offset, assign, hypothecate or otherwise deal with any securities, or any Client's Account(s) with a credit balance, including cash or securities as well as any monies receivable arising from dividend payment or corporate action, or such securities pledged/ charged (whether legally or equitably) as Collateral toward settlement of the Indebtedness and/or any outstanding amount owing under the Client's Margin Account, or any part thereof. The Client hereby further authorizes the Company to utilise part or all of any monies as may be held by the Company under any trust relating to Client's monies (including monies paid into the trust account pursuant to Section 111 of the CMSA) to set-off the debit balance in any of Client's Account(s) and the Clients' Margin Account;
- 6.1.5 place the Client's name on any defaulter's list with BMSB or notify BMSB and/ or any Foreign Exchanges pursuant to any of the Exchanges' Rules; and
- 6.1.6 sell any Securities held in any of the Client's Account(s).
- 6.2 As investment in Securities involves risk, the Client agrees that the Company shall have the right at any time at its absolute discretion to limit any purchase or sales ordered by the Client and shall not hold the Company liable for any loss arising from such limitation of purchases or sales ordered. The Client agrees that the Company has the right to impose any security or deposit requirement on the Client to secure the purchase of any Securities deemed as high risk by the Company at the absolute discretion of the Company.
- 6.3 The Client hereby represents and warrants to the Company that the Client has good title to such shares, stocks or other securities that the Client may sell through the Company.
- 6.4 The Company shall not be obliged to place any surplus funds in interest-bearing time deposit accounts.
- 6.5 Where the Company is of the view, at its sole discretion, that the continued operation of the account(s) of the Client is not to the mutual benefit of the Company and the Client, the Company may forthwith close or suspend the Account. In the event of suspension, the Company need not stipulate a time period for the suspension.
- 6.6 In the event of the failure of the Client to settle or deliver the securities to the Company or the Executing Broker or the Margin Financier (as the case may be) within the required time-frame for the trading of Securities, the Client authorizes the Company or the Executing Broker or the Margin Financier and/ or their respective CMSRLH at its absolute discretion to carry out such "selling-out" or "buying-in" of Securities to clear the Client's position with the Company or the Company Agent.

6.7 The Client authorizes and empowers the Company and/ or the Executing Broker, Margin Financier and/ or their respective CMSRLH to handle any of the Client's Account(s) (including the Client's trust account) or Client's Margin Account (as the case may be) to carry out the following functions in the name of the Client, to do and/ or execute either jointly or severally as and when they shall deem fit, any of the following:

6.7.1 issue instructions for the withdrawal of funds from the Client's trust account for payment to the Client only; and/ or

6.7.2 effect and/ or make payment to the Company or in the absence of specific instructions from the Client, issue instructions for the deposit of any payment (whether by telegraphic transfer or electronic fund transfer) for transactions carried out by the Client with the Company including but not limited to securities purchased or monies deposited with the Company.

6.8 The Client agrees that though the Client's CDS account is linked to the Client's various trading accounts with the Company, the Client agrees that should the Client decide to contra the Client's trades, the Client shall only conduct its sale transactions through the same account in which the Client purchased the shares in question. In the event of the Client failing to abide by the aforesaid rule, the Company is authorized to net-off the Client's sale transaction through the second (2nd) account against the Client's purchase transaction through the first (1st) account. The Client further agrees that the Company is at liberty to impose a service charge, to be fixed by the Company, which may be varied from time to time (with or without notice to the Client) against the Client in the event of the Company having to net-off the Client's purchase and sale transactions as mentioned above. The Client agrees and authorizes the Company to deduct the aforesaid service charge from the sale proceeds. Any shortfall between the purchase price and sale proceeds shall be a debt due from the Client and without demand, be forthwith payable to the Company.

6.9 The Client irrevocably authorises the Company to utilise the Client's sale proceeds, contra gains or any sum standing to the credit of any of the Client's Account(s) and/or Client's Margin Account to set-off any amount due and outstanding under any trading accounts maintained by the Client with the Company in any manner the Company deems fit and whether the transactions are effected on the same exchange or different exchanges and whether effected under the same trading account or different trading accounts.

6.10 All deposits placed with the Company are not insured under the Malaysian Deposit Insurance System or Perbadanan Insurans Deposit Malaysia ("PIDM").

Contra Trading and Settlement Terms

6.11 The terms under this Clause 6.11 is applicable for Contra Account only. Settlement by way of "contra" to set off outstanding purchase positions against outstanding sale positions of the same Securities for 'ready basis' contracts may be allowed at the discretion of the Company. If so allowed, such settlement shall be further subject to the following terms:

6.11.1 contra settlement is not permitted for Securities which have been declared as 'designated Securities' or have trading restrictions imposed by BMSB or for contracts done on an 'immediate basis';

6.11.2 any sales made up to the due date for outstanding purchases as prescribed by BMSB from time to time will be automatically set-off by way of contra on a first-in first-out basis;

6.11.3 contra of purchase positions against subsequent sale positions made on or before the Settlement Due Date of the purchase date are not subject to funding interest on the purchase positions. However, funding interest is chargeable on any outstanding purchase contract amount which remains unsettled after the Settlement Due Date at such rate and for such duration as shall be determined by the Company from time to time;

6.11.4 interest is chargeable on all outstanding contra losses commencing the day after the contra loss crystallized at the prevailing interest rate calculated. Any indulgence granted on the calculation of interest shall not constitute a waiver of the Company's rights;

6.11.5 the abovementioned interest charges will either be deducted from the gain or added on to the losses arising from the relevant contra transactions;

6.11.6 any contra gain made by the Client will be paid by the Company to the Client after first deducting any outstanding contra losses, interests and/ or any other monies due payable and/ or owed by the Client;

6.11.7 in the case of suspended counters, the Company has the right to close-off the purchase position upon the lifting of suspension;

6.11.8 the contra trading and settlement guidelines above are subject to change from time to time by the relevant regulatory bodies and/ or at the discretion of the Company; and

6.11.9 the Company may impose a contra service fee on the Client at a rate to be determined by the Company from time to time for permitting settlement by way of contra. This may be computed based on the value of the purchase contract settled by contra.

6.12 The Client hereby unconditionally authorises the Company, the Executing Broker or its officer, employee or agent to act on the Client's behalf:

(a) to print out ad hoc statement(s) and any other statement(s) from or in relation to the Client's Accounts; and

(b) to perform or carry out balance inquiry(ies) of the cash, shares, stocks or other securities in the Client's Account(s).

7. LIMITS AND RESTRICTIONS

7.1 The Client agrees and acknowledges that the Company may at any time set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the Electronic Services, whether in monetary or numerical terms or otherwise, and to vary the frequencies and availability.

7.2 The Company may limit, cancel or suspend the Electronic Services in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the Electronic Services.

7.3 In the event the Client is in default of any of the Client's payment obligations hereunder, the Client hereby irrevocably authorizes the Company to take all action including to act on the Client's behalf, to realize or sell a portion or all of the Collateral or take all such action as the Company deems fit (including but not limited to liquidation of the Collateral prior to its maturity or conversion of the same into other currencies) and in so doing, the Company shall not be liable for any losses

arising. The Company is entitled to use its discretion in all aspects on sale or liquidation of the Collateral including matters relating to timing which may have an effect on the price(s).

- 7.4 Any proceeds remaining after deduction of all costs and expenses in connection therewith and payment of all amounts due hereunder, shall be paid to the Client. In the event such proceeds are insufficient to cover such payments, the Client shall pay to the Company forthwith upon demand the amount of any deficiency.
- 7.5 The Client hereby authorizes the Company to place the proceeds of any Collateral to the credit of any account with a view to preserving the Company's rights to prove the whole of the Company's claims against the Client and the Company may apply any or all of such proceeds to such account, in order to fulfill the Client's obligation or liability to the Company, as conclusively determined by the Company.

8. PAYMENT

- 8.1 Save for the registration fee in clause 4.7, the Client shall effect payment into the bank account of the Company by way of electronic fund transfer or by way of telegraphic transfer for all purchase of Securities, fees, charges, expenses and interest payable to the Company in connection with the Electronic Services. The Client shall ensure that it has sufficient funds to fulfill any and all payment obligations when due.
- 8.2 The Client shall pay to the Company, by the relevant and applicable due date, as the case may be, all and any losses, charges, penalties, fees, commissions, brokerage charges, trading losses, fines, debts, interests (at such rate as may be determined by the Company from time to time before and after judgment), damages, expenses and costs (including solicitors' fees on a full indemnity basis) of whatever nature (whether actual or contingent) which the Company may at any time or from time to time sustain, incur or suffer by reason of or as a consequence of or arising in any way out of or in connection with or incidental to:
- 8.2.1 the opening and operation of all or any of the Client's Account(s), Client's Margin Account including but not limited to trading and settlement of any trades or investments carried out by the Client via the Client's Account(s) and/or Client's Margin Account; and/ or
- 8.2.2 the provision of Electronic Services and/ or facilities hereunder; and/ or
- 8.2.3 any default arising from the Indebtedness of the Client.
- 8.3 The Company's statement to the Client as to the amount due and payable to the Company shall, save for manifest error, be conclusive evidence that such amount is in fact due and payable and binding on the parties hereto for all purposes, including legal proceedings. The Client is also advised to check the statement to ensure all payments made by the Client have been received by the Company and provided for in the statement. The Client should notify the Company within the time period stated in the statement upon receipt of the statement in the event of any discrepancies, failing which the contents of the statement shall be deemed as true and correct.
- 8.4 The Company shall at all times have a general and continuing lien over all the securities in its custody to secure the payment of all monies due and payable to the Company in furtherance of which the Client hereby irrevocably authorizes the Company to deal, in any manner whatsoever as the Company shall deem fit, with all or any of the securities for or under the Client's Account(s).
- 8.5 Payment(s) for Securities purchased are to be made by way of telegraphic transfer or by way of electronic fund transfer in the manner as may be notified to the Client by the Company and unless otherwise agreed to by the Company may only be made in Malaysian (MYR) currency. The Client understands that all payment(s) made shall only be deemed received by the Company from the Client when the Company has issued a notification and/ or system generated statement to the Client for the same. The Client also understands that it is the Client's responsibility to insist on the issuance of the Company's receipt acknowledgement and that the Company shall not be held liable or responsible for the Client's failure to obtain the notification or system generated statement.
- 8.6 The 'rounding mechanism' shall be applicable to all over-the counter payment(s) at any bank counters, whether payment(s) are made in cash or otherwise and only applies to the total amount of a bill and not on individual items. In the 'rounding mechanism', the total amount of a bill which ends in 1, 2, 6 and 7 sen will be rounded downwards to the nearest multiple of 5 sen while the total bill which ends in 3, 4, 8 and 9 sen will be rounded upwards to the nearest multiple of 5 sen.
- 8.7 The Company is not responsible for any errors, inaccuracies or omission in the information that may be displayed or transmitted by any licensed financial institution or any online payment gateway system to the Client for the purpose of facilitating interbank transfer of funds. Such errors, inaccuracies or omissions shall not prejudice or affect in any way the Client's obligation to pay all and any amounts due and owing to the Company.

9. TERMS AND CONDITIONS GOVERNING THE CLIENT TRUST ACCOUNT

- 9.1 The Client's trust account is subject to the Company's continued discretion to grant, maintain and operate. The Client represents and warrants that the Client has full power and capacity to open the Client's trust account and will not by so doing contravene or result in a default under any provision of any applicable Laws and Rules or of any judgment, injunction, order, decree or agreement or instrument binding upon the Client.
- 9.2 In addition to, and not in derogation of the terms and conditions set out herein, the Client hereby irrevocably and unconditionally agrees to the following in respect of the Client's trust account:
- 9.2.1 That all monies which have been deposited into the Client's trust account shall be dealt with in accordance with the terms and conditions herein.
- 9.2.2 As and when any of the Client's purchase orders for shares, stocks or other Securities have been executed by the Company on the Client's behalf on any day, the Company shall be entitled to immediately earmark or set aside the relevant amount of monies from the Available Funds for settlement of the purchase price of the said shares, stocks or other Securities and all of the transaction costs payable by the Client in connection with the said purchase ("Earmarked Amount"). On the relevant settlement date as may be prescribed or amended from time to time by BMSB or any other relevant authorities, the Company shall be authorised to utilise the Earmarked Amount to settle the costs payable by the Client in connection with the said purchase. The Client further agrees and acknowledges

that the Client shall not be entitled to contra the said purchase price and transaction costs against the proceeds from the execution of any subsequent sale orders for Securities on the Client's behalf by the Company unless allowed pursuant to the discretion of the Company pursuant to Clause 6.11.

- 9.2.3 The Client hereby authorises the Company to credit all proceeds due to the Client on the settlement of any sale order for all or any of the Client's shares, stocks or Securities at any time, into the Client's trust account and thereafter the Client agrees 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.
- 9.2.4 The Client may withdraw any sum, or a minimum amount as may be prescribed by the Company in its absolute discretion from time to time, subject to the sufficiency of Available Funds. The Client further agrees to make withdrawals by giving a written request, or any other form of notice prescribed by the Company from time to time, to the Company on any market day subject to such conditions as the Company may prescribe or impose on such withdrawals at its absolute discretion from time to time. The Client agrees and undertakes to maintain a minimum amount as may be prescribed by the Company at its absolute discretion in the Client's trust account at all times and upon the Client's submission of the said written request or notice for withdrawal, the Client agrees and undertakes not to place any purchase orders for any shares, stocks or other securities in excess of the balance of the Available Funds after deduction of the proposed amount to be withdrawn.
- 9.2.5 In addition and without prejudice to any other provisions herein, the Client hereby irrevocably and unconditionally, agrees, consents, directs and authorises the Company to utilise the Available Funds at any time and from time to time to set-off, repay, settle and discharge the following:
- 9.2.5.1 all monies due and owing by the Client to the Company under all of the Client's Accounts with the Company or otherwise due to the Company for any reason whatsoever (including monies due and owing by the Client to the Company in respect of the Client's other dealings and transactions with or through the Company); and
- 9.2.5.2 all monies due and owing by the Client to any of the companies appointed by the Company in relation to the Electronic Services. The Client further undertakes to pay the Company forthwith any shortfalls or balances due and owing in or under all of the Client's Accounts in the event that the Available Funds are insufficient to settle all monies due and owing by the Client and indemnify the Company for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by the Company in connection with the Client's Accounts or the Client's trading activities.
- 9.2.6 The Client hereby agrees that the Company shall be entitled to determine and calculate the available limit for the Client's trades in securities in the manner determined by the Company in its absolute discretion. Without prejudice to the foregoing, the Client agrees and acknowledges that all Earmarked Amounts shall be deducted from the Available Funds when calculating the Client's available limit for the Client's trades in securities.
- 9.2.7 In the event any of the Client's purchase orders for any shares, stocks or Securities has been executed and it is thereafter discovered that the aggregate of the purchase price and the transaction costs payable by the Client in connection with that purchase order is greater than the Available Funds (the excess shall be known as the "Excess") for any reason whatsoever, including any errors or omissions on the part of the Company in calculating the Available Funds and the Client's trading limit, the Client hereby undertakes to pay to the Company the Excess in immediately available funds on the market day immediately following the transaction date of the said purchase order failing which, without prejudice to all its rights and remedies, the Executing Broker shall be entitled to charge and impose on the Client the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and the Client shall be liable to pay brokerage to the Executing Broker at the said rate in respect of that purchase order.

10. CASH UPFRONT

- 10.1 The Cash Upfront Trading Account is an account where all purchase transactions must be supported by the prior deposit of sufficient funds to settle the relevant purchase transaction.
- 10.2 To utilize this account, the Client is required to place a deposit sum prior to the Client's trading. The Client understands and accepts that the use of the Cash Upfront Trading Account shall be subject to the following:
- 10.2.1 brokerage rates and charges will be informed via email or through the Company's prevailing Electronic Services and/ or the Company Website or any other manner the Company may specify from time to time at its sole and absolute discretion;
- 10.2.2 the Client's strict compliance with any security/collateral requirements that may be imposed by the Company from time to time at the Company's sole and absolute discretion; and
- 10.2.3 any other requirements that may be imposed by the Company from time to time at the Company's sole and absolute discretion.
- 10.3 The Company shall not be liable to the Client for any loss or damage suffered by the Client as a result of any fall or rise in the market price of the Securities between the first day the right to sell out or buy-in, as the case may be, arose and the day the Company actually sells and/ or purchases the relevant Securities. The Client acknowledges that a prior demand or call shall not be considered a waiver of the Company's rights under this clause. The Client shall indemnify the Company for all losses incurred in respect of or arising from any liquidation or purchase of Securities as aforesaid.
- 10.4 The Client may terminate the Cash Upfront Trading Account by giving written notice to the Company, subject to the following conditions:
- 10.4.1 the Client has liquidated all its Securities prior to termination of the Cash Upfront Trading Account;
- 10.4.2 the Client has settled all outstanding obligations; and
- 10.4.3 notwithstanding the above, the Client shall remain liable for the payment of all charges and shall indemnify the Company for all losses in respect of or arising from any liquidation or any settlement of Securities.

11. **CUSTODIAN AND NOMINEE ACCOUNTS**

- 11.1 The Client agrees and acknowledges that the Client's Securities shall be held by a custodian and/ or nominee to be appointed by the Company and agrees to be bound by the terms set out in this Clause 11.
- 11.2 The Company may receive and hold in custody under such custodian/ nominee such Securities that are delivered to or deposited with the Company. The Company may also from time to time procure that custodian and/ or nominee services be carried out through any sub-custodian (whether associated with the Company or not) or any Securities depository or depository agent (all of which such entitles to be hereafter referred to as "sub-custodians", and any of which a "sub- custodian") and where such sub-custodian holds the Securities subject to terms and conditions in addition to those set out hereunder, then the Client agrees to also be bound to such terms in addition. The Company shall have no liability to the Client for any acts and omissions of such sub-custodian.
- 11.3 To the extent that any such Securities are deposited with or held through third parties whether in Malaysia or elsewhere, the Client acknowledges that the Company may have principal liability in connection therewith and the Client agrees that the Company may take such action as it deems fit in relation to the Securities in order to avoid loss, damage, costs charges and/ or expenses charged by such third party.
- 11.4 The Client is advised to inquire from the Company about the type of custodian and/ or nominee services provided by the Company from time to time.
- 11.5 In providing any custodian and nominee services, the Company or the relevant custodian/sub-custodian and/ or nominee shall maintain records which identify the Securities attributable to the beneficiary.
- 11.6 The Company or the relevant sub-custodian and/ or nominee is authorised but not obliged, at its discretion, to take such steps as it may consider expedient to enable it to provide its services and to exercise its powers under the terms and conditions herein, including the right:
- 11.6.1 to comply with any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law) requiring the Company or the relevant sub-custodian to take or refrain from action;
 - 11.6.2 to withhold and/ or make payment of any taxes, charges or duties payable on or in respect of Securities on behalf of the Client;
 - 11.6.3 in the absence of or delay in receiving instructions from the Client in response to a request for the same, to refrain from acting without any liability to the Client; and
 - 11.6.4 to participate in and to comply with the rules and regulations of any system which provides central clearing and settlement facilities in respect of Securities.
- 11.7 The Company will use its reasonable endeavours upon its actual receipt or notice of any right to subscribe for share, warrants, bonds or other Securities offered or accruing to the benefit of the Securities which have been purchased or held on the Client's behalf in so far as the Securities are registered in the name of or held on the Client's behalf to the control or direction of the Company, (collectively "Rights") to notify the Client of the same in accordance with these terms and conditions. If the Client wishes to exercise all or part of such Rights or to apply and subscribe for additional Securities, the Client shall give such instructions to that effect to the Company on or before the deadline indicated or notified by the Company for compliance with any instruction as aforesaid and where necessary make the necessary payments and provide or fulfill such further conditions and indemnities and provisions for expenses as the Company or the relevant custodian, sub- custodian or nominee may require in its discretion, in reasonably sufficient time for the Company to exercise or procure the execution of such instructions. The Client acknowledges that the Company or the relevant custodian, sub-custodian and/ or nominee requires at least three (3) Business Days to perform such instructions. The Company or the relevant custodian, sub-custodian and/ or nominee shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and the Company or the relevant custodian, sub-custodian and/ or nominee shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if the Company does not receive any notification of the Rights for any reason whatsoever or if no instructions from the Client (accompanied by payment where applicable) with respect to any Rights is received within the stipulated time, the Company shall not be liable for any non-exercise of all or any part of the Rights.
- 11.8 The Company or the relevant custodian, sub-custodian and/ or nominee shall be under no duty or responsibility to investigate, participate or take any action concerning attendance at meetings, voting or other rights or enforcement of rights of whatever nature attaching to or derived from the Securities. The Company may in its discretion act on written instructions given or purported to be given by the Client which appear to be bona fide and upon such terms and conditions and indemnities and provision of fees, charges and expenses as the Company may require. The Company shall not incur any liability on any such instruction should there in fact be any delay, errors, ambiguities or other irregularities therein or therewith.
- 11.9 The Company may appoint nominees/delegates or any sub-custodian (or its nominees), where due to the nature of the law or market practice of any relevant jurisdiction, it is in the Client's best interest or it is feasible to do so and/ or to perform any of the services on its behalf and may delegate any of its powers herein to such person.
- 11.10 In arranging custodian and/ or nominee services to be provided to the Client, the Client agrees and accepts that the Company and the relevant custodian/ sub-custodian and/ or nominee:
- 11.10.1 is not as trustee and shall have no trust or other obligations in respect of the Securities in relation to the provision of services except those contained herein or as otherwise agreed by the Company or the relevant custodian/ sub-custodian and/ or nominee in writing;
 - 11.10.2 is not acting under these terms and conditions as an investment manager or investment advisor to the Client;
 - 11.10.3 shall not be liable for any taxes or duties payable on or in respect of the Securities nor for any diminution in the value of the Securities;
 - 11.10.4 shall not be liable for losses of any kind which may be incurred by the Client (whether or not the Beneficiary is insured) as a result of the provision of the services or as a result of the Company and the relevant custodian/ sub- custodian and/ or nominee exercising any or all of its rights and discretion as herein provided, unless due to the gross negligence or wilful default of the Company and the relevant custodian/sub-custodian and/ or nominee in

- which event the liability of the Company and the relevant custodian/sub-custodian and/ or nominee shall not exceed the market value of the Securities at the time of such gross negligence or wilful default, in respect of which the loss or damage is found to have arisen;
- 11.10.5 shall not be liable for losses of any kind which may be incurred by the Client including but not limited to any negligence, wilful default, fraud, computer errors and other irregularities of whatsoever nature and howsoever arising as a result of participating in the services referred to herein by the Company and the relevant custodian/sub-custodian and/ or nominee and provided by Bursa Depository (including any other party in substitution thereof from time to time), its employees, servants or agents in accordance with the instructions of the Client;
- 11.10.6 shall be entitled but not obliged to rely or act upon, in the performance of its duties under these terms and conditions and without liability on the part of the Company and the relevant custodian/ sub-custodian and/ or nominee, any communication or any document believed by the Company and the relevant custodian/ sub-custodian and/ or nominee in good faith to be genuine and in the case of any instruction, believed in good faith to be genuine, accurate and duly given by the Client or any person the Client authorizes;
- 11.10.7 shall not be liable for losses of any kind which may be incurred by the Beneficiaries as a result of the provision of the services or as a result of the Company and the relevant custodian/sub-custodian and/ or nominee exercising any or all of its rights and discretion as herein provided in this Clause 11, or as a result of the Company and the relevant custodian/sub-custodian and/ or nominee relying on any of the authorizations, confirmations, undertakings, covenants, representations and warranties contained herein or arising from any wrongful, unauthorised, erroneous or negligent acts or omissions by the Client; and
- 11.10.8 shall not be liable or responsible for any failure to perform any of its obligations herein or any breach if such breach or performances is prevented, hindered or delayed due to compliance with any laws, rules, decrees, orders, regulations or government acts of any authority, court or internal policies.
- 11.11 Custodian and/ or nominee services provided by or through the Company shall be at the Client's cost and expense.
- 11.12. Where the Securities are deposited with a sub-custodian the Client agrees that the Company shall not be liable in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses, costs or liabilities whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Client by reason of or in consequence of or in connection with or arising out of the Company delivering the Securities to such sub-custodian including but not limited to the following circumstances:
- 11.12.1 any securities being lost, stolen or destroyed in transit during delivery; or
- 11.12.2 any loss of opportunity whereby the value of the Securities could have been increased or for any decline or loss in value of the Securities, for whatever reason:
- even if advised of the possibility of such damages. Without prejudice to the generality of the foregoing the duty of the Company in respect of such Securities shall be limited to acting in good faith in respect to any action or inaction in relation to the custody of such securities. The Company shall be under no duty to insure the Securities held by it and shall not itself be deemed to be insurer thereof and the Securities whether held by the Company or deposited with a sub-custodian are held (subject to the good faith duty of the Company as custodian) at the Client's sole risk in every respect. The Company shall be under no duty to act on any notices of any issuers of Securities, whether the same include notices of rights or bonus issues, or of meetings or otherwise, in the absence of any instructions from the Client.
- 11.13 The Client warrants that the Securities deposited by the Client or the Client's agent with the Company are free from all claims and encumbrances other than those notified in writing to the Company at or prior to such deposit and the Client are beneficially entitled to all the interest in the same. The Client shall not without the consent in writing of the Company assign, transfer, dispose of, create or attempt to create any security or encumbrance over all or any of the Security in custody of the Company in favour of anyone other than the Company.
- 11.14 Upon the Client's request and at the Client's sole risk and subject to the Client indemnifying the Company against any or all adverse consequences that the Company and/ or the sub-custodian and/ or nominee may incur or suffer (whether as a consequence of any implication in law or otherwise) relating to any such registration, the Company and/ or the sub-custodian and/ or nominee may in its discretion submit any Securities for the purpose of registration provided that the Client shall sign and execute all instruments of transfer and any and all documents and do all other acts reasonably or incidentally required thereof.
- 11.15 The Company and/ or the sub-custodian and/ or nominee is not obliged to act on any instruction relating to any Securities that are not in the custody of the Company, but if it does so, the Company shall be indemnified by the Client for any and all loss that it may thereby incur. For avoidance of doubt, the compliance by the Company and/ or the sub-custodian and/ or nominee with any of the Client's instructions as aforesaid shall not be deemed as acceptance or acknowledgment by the Company and/ or the sub-custodian and/ or nominee that it in fact has the Securities (being the subject matter of the instructions) in custody.
- 11.16 Unless otherwise expressly provided, an instruction pursuant to Clause 11.7 shall continue in full force and effect until cancelled or superseded by subsequent instructions received and accepted by the Company.
- 11.17 The Company and/ or the sub-custodian and/ or nominee shall be under no obligation to notify the Client or convert any Securities evidenced by physical scrips ("Scrip Securities") in its custody to Book-Entry Securities when the counter to which the Scrip Securities relate are designated for conversion into Book-Entry Securities and the Company and/ or the sub-custodian and/ or nominee shall have no liability in this respect so long as it has acted in good faith. The Company and/ or the sub-custodian and/ or nominee also shall be under no duty to permit or procure the withdrawal or conversion of Book- Entry Securities into Scrip Securities.
- 11.18 Without limiting the generality of Clause 11.17 above, upon the Client's request and at the Client's sole risk, the Company and/ or the sub-custodian and/ or nominee may in its absolute discretion deposit Scrip Securities with a relevant depository whether in the name of a depository agent or in the Client's name for conversion into Book-Entry Securities, or vice versa as the Company and/ or the sub-custodian and/ or nominee shall at its discretion decide provided that the Client shall sign and execute all instruments of transfer and any and all documents and do all other acts reasonably or incidentally required therefore.

- 11.19 Without prejudice to the foregoing, the Company has an absolute discretion but not an obligation to resort to and appropriate any Securities in its custody for the settlement of any trade done by the Client. The Company shall at all times have a general and continuing lien over all or any of the Securities in its custody to secure the payment of all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever. Additionally, all the Client's Accounts with the Company, so far as the law permits, shall at the option of the Company be deemed to be a single running account and/ or the Company shall have the right to combine all or any of the Client's Accounts from time to time and at any time without giving notice to the Client. Further, the Company may set-off from time to time and at any time any obligation owing by the Client (whether arising under these terms and conditions or not) against any obligation owing by the Company (whether arising under these terms and conditions or not). Further without prejudice to any other right that the Company may have (whether hereunder or under law), it may retain the Securities by way of a charge to secure the payment of all monies now or later due payable actually or contingently whether under these terms and conditions or not, and if the Client fails to settle any outstanding sums due within fourteen (14) days after a demand or payment is mailed by registered post addressed to the Client at the Client's address, then the Company may have all or any of the Securities registered in the name of the Company or of others appointed by the Company and to sell or dispose in such manner of sale, transfer or disposition as the Company deems fit all or any of the Securities upon such terms and conditions as the Company may see fit, and to apply the proceeds of any such sale, transfer or disposition towards settlement (whether in part or wholly) of any outstanding sums owed by the Client to the Company.
- 11.20 Any stamp duty payable shall be paid by the Client and if the Company pays the same first, then the Client shall indemnify and pay the Company for the same immediately on the request of the Company or demand for the same, failing which the Company may exercise its rights as set out in Clause 11.19 towards payment of the stamp duty paid by the Company.
- 11.21 The Client agrees and acknowledges that rights generally available or accruing to the holder of any Securities may under the laws of foreign jurisdictions, not be available to or accrue to the benefit of or be offered to the Client and the Client agrees that in such circumstances, the Company shall not be responsible to inform the Client, inquire, investigate, take any action or make any demands in relation to such rights and the Client shall have no recourse against the Company for any claims whatsoever arising out of or in connection with or in relation to such rights.
- 11.22 The Company and/ or the sub-custodian and/ or nominee shall have no duty or responsibility to notify the Client of any proxy or other documents received by it in respect of the Securities held or registered with the Company or to send any proxy or other documents to the Client.
- 11.23 The Client agrees to pay such fees and charges as the Company may from time to time prescribe in consideration of its services under this Clause 11 and all reasonable expenses paid or incurred by the Company, its agents or employees with respect thereto and the Company may deduct any amount due to it against any of the Client's Account(s) with the Company which accounts if in debit shall be subject to the usual charges and interest of the Company.
- 11.24 The Client hereby irrevocably and unconditionally agrees to the following in respect of the custodian and nominee account(s):
- 11.24.1 all shares, stocks or other securities in the Client's Accounts shall be registered in the Company's custodian, sub-custodian, or nominee's name, and held in the Client's favour;
- 11.24.2 The Company's, custodian, sub-custodian and/ or nominee shall hold, dispose of or otherwise deal with the said securities on the Client's instructions in the form prescribed and acceptable by the Company and/ or the nominee and the nominee shall not be held liable for any reason whatsoever by reason of acting or omitting to act on any such instruction given or purported to be given should there be any error or ambiguity;
- 11.24.3 All of the Client's securities that are deposited with the Company's custodian, sub-custodian or nominee (where relevant) shall be in the required or regular form and in good delivery order. The Client confirms and undertakes with the Company and the nominee that the securities deposited by the Client with the nominee are genuine and that the Client is the lawful and beneficial owner of the securities; and
- 11.24.4 The nominee shall not be bound to return the identical securities deposited by the Client and the Client will accept securities of the same class or denomination in place of the securities deposited with the nominee.
- 11.25 In addition and without prejudice to any other provision herein, the Client hereby irrevocably and unconditionally agrees, consents, directs and authorises the nominee to:
- 11.25.1 request payment and receive all interest, dividends and other payments or distributions in respect of the Securities held;
- 11.25.2 surrender the Securities against receipt of monies payable at maturity or on redemption if called prior to maturity at the Client's request; and
- 11.25.3 comply with the provisions of any laws or regulations now or hereafter in force which purport to impose on the holder of any securities a duty to take or refrain from taking any actions in connection with any of the Securities or payments or distributions or monies payable in respect of any of the Securities.
- 11.26 The nominees shall not be under any duty or responsibility to take any actions or otherwise but shall not be precluded from so doing in its absolute discretion without reference or notice to the Client with regards to attendances at meeting or voting in respect of any of the Securities or as regards to any subscriptions, conversions or other rights in respect thereof or as regards any mergers, consolidations, reorganisations and any other corporate exercises.
- 11.27 The Client shall pay such fees and charges as may be charged by the Company, custodian, sub-custodian or nominee from time to time for the custodian and nominee services hereunder, including all expenses incurred by the nominee or the nominee's agents ("Fees"). The Client agrees and authorises the Company and/ or the nominee to deduct such fees from the Client's Trust Account. In the event that there are insufficient funds for any reasons whatsoever, the nominee shall be authorised to without further reference to the Client and without prejudice to all the nominee's rights and remedies, deduct any amounts due to it from any monies received by the nominee for the Client's Account(s), and/ or to sell all or any of the Client's securities in such manner and upon such terms and conditions as the nominee shall in its sole discretion think fit and to apply the net proceeds from any sales thereof in or towards the discharge of all amounts due and owing to the nominee or at the nominee's discretion to hold them in suspense for whatever period as the nominee shall think fit. Notwithstanding anything aforementioned, such Fees and charges as may be charged by the nominee from time to time may be waived at the absolute discretion of the Company and/ or the nominee, subject to such conditions as may be imposed by the Company and/ or the nominee from time to time. Alternatively, the nominee may demand from the Client and the Client shall upon such demand pay to the nominee such amount as shall be sufficient to settle any deficit or dues owed by the Client.

- 11.28 The Company, custodian, sub-custodian or nominee may, with or without the Client's prior consent, deposit the Client's Securities with other depositories. In any such cases, the terms and conditions imposed by such depositories shall apply and the nominee shall cease to be responsible in any way whatsoever for those securities so deposited with other depositories.
- 11.29 The Client shall indemnify the nominee, its agent and correspondents against any and all expenses, liabilities, claims, demands and any other adverse consequences whatsoever in, under or arising out of the holding, disposal or delivery of the Securities or anything done in respect thereof.
- 11.30 The nominee may at the Client's expense seek the opinion or views of such professional advisers as the nominee may select and the nominee may, but shall not be required to, act thereon and shall have no liability whatsoever for any actions taken or omitted to be taken pursuant thereto.
- 11.31 The custodian and nominee services will terminate upon the termination of the terms and conditions herein pursuant to Clause 15.1 below and upon the termination of the Client's Account and/ or Electronic Services.
- 11.32 Save and except for any members of the Company the nominee will not disclose to any third parties any information in the nominee's books concerning Securities held unless compelled to do so by law. In the event the nominee discloses information to a third party as required by law, the Client hereby consents to such disclosure.
- 11.33 The Securities are deposited with the nominee at the Client's own risk and on the understanding that the nominee shall not be liable for any losses and damages or whatsoever acts or things done or omitted to be done in respect of the Securities except arising from or occasioned by the nominee's wilful negligence or wrongful act.
- 11.34 The nominee shall not be liable for any losses, delays or damages due to any causes beyond the control of the Company, custodian, sub-custodian or nominee and without limiting the generality thereof, including, acts of government, strikes, lockouts, fire, lightning, explosion, flooding, riots, civil commotions, acts of war, malicious mischief or theft.
- 11.35 The Company, nominee, custodian or their agents are not obliged to and shall not give any recognition to any trusts or equities in respect of the securities or any part thereof lodged with them.
- 11.36 For the avoidance of doubt, where the Client is and/or ceases to be a substantial shareholder or has changes in the voting shares of any company, the Company, custodian, sub-custodian and/or nominee shall not be under any duty or responsibility to notify the respective company and/or Client. The Client undertakes to notify the respective company as required by the Companies Act 2016 or any other law in a foreign jurisdiction and the Company, custodian, sub-custodian and/or nominee shall not be liable for any losses, damages or fines in the event the Client fails to notify the respective company.
- 12. COLLATERALISED CONTRA TRADING ACCOUNT ("CONTRA ACCOUNT")**
- 12.1 The Contra Account is an account where all purchase transactions by the Client are based on the trading limit as determined by the Company in its sole discretion. In order to open a Contra Account, the Client hereby agrees to mortgage, assign, charge and/ or pledge in the Company's favour all the shares, stocks or other securities or cash, held from time to time in any of the Client's Accounts which have been fully paid, including without limitation, in the Client's custody account, the Client's CDS account and the CDS account in the name of the Company, custodian, sub-custodian or nominee held in the Client's favour.
- 12.2 In addition and not in derogation of the above, the Client shall deposit with the Company in the accounts and/ or mortgage, assign, charge, pledge in favour of the Company such shares, stocks or other securities or cash, by and acceptable to the Company as collateral to secure all of the Client's trading activities and monies, obligations and liabilities due and owing to the Company at any time and from time to time and the Client shall, at the request of the Company at any time and from time to time, substitute such shares, stocks or other securities with those acceptable to the Company at its absolute discretion. "Deposited Securities" means all such shares, stocks or other securities or cash as may be required mortgaged, assigned, charged and/ or pledged in the Company's favour and/ or deposited and/ or held in the Client's Account(s) and where the context permits or requires, any one or more of them.
- 12.3 The Client confirms that it is the legal and beneficial owner of the Deposited Securities and that the Client is entitled to mortgage, assign and/ or pledge the Deposited Securities in favour of the Company.
- 12.4 The Deposited Securities will be a continuing security to the Company for the general balance of the Client's debts to the Company, which includes but is not limited to any monies now and hereafter due under the Client's contra account. The Client shall make payment for any Securities in accordance with the fixed delivery and settlement system established under the BMSB rules and/or guidelines.
- 12.5 If the Client fails to make payment for any Securities on the 2nd Business Day or any other Business Day as may be determined by the Company from time to time with prior notice to the Client from the date of purchase of the Securities, the Client hereby acknowledges and agrees to the following :-
- 12.5.1 That the Company shall have the right to sell such Securities on the 3rd Business Day from the date of purchase pursuant to the rules and guidelines of BMSB without any prior notice to the Client.
- 12.5.2 If there are contra-losses (including any fees, charges or expenses) as a result of the sale of such Securities, the Company shall immediately issue prior written notice to the Client requesting the Client to repay to the Company all sums of money due and owing. The Client hereby undertakes to settle and repay to the Company all sums of money due on contra losses (including any fees, charges or expenses) in respect of any Securities by the 5th Business Day from the date of purchase or any other date as determined by the Company in its sole discretion;
- 12.5.3 If the Client fails to settle and/or repay to the Company all sums of money (including any fees, charges or expenses) due and owing on the contra losses on the 5th Business Day from the date of purchase, the Company shall be entitled to immediately sell the Deposited Securities on the 6th Business Day from the date of purchase without further notice to the Client;
- 12.5.4 If the contra losses remain outstanding or is not fully satisfied by the 5th Business Day from the date of purchase, the Company may in its absolute discretion utilise any cash and/or sell, transfer, assign or otherwise deal with, in any manner, the Securities in any of the Client's Account(s) including the cash up-front account on the 6th Business Day from the date of purchase; and

- 12.6.5. If the contra losses continue to remain outstanding or is not fully satisfied by the 6th Business Day, the Company shall initiate legal action against the Client without further reference to the Client.
- 12.6 The Client shall have no recourse against the Company or the Executing Broker in respect of any loss that the Client may suffer arising out of or in relation to or connected with such suspension of the Contra Account or any of the Client's Account(s), or sale of the Deposited Securities or Securities or utilisation of any cash or monies in any of the Client's Account(s) based on these terms and conditions herein. Without prejudice and in addition to the above, the Client hereby appoints the Company or any of its attorneys, officers and servants as the Company shall from time to time at its absolute discretion nominate, and in the Client's name or in the name of the Company or any of its attorneys, officers and servants as the case may be, to deal with the Deposited Securities or monies or Securities in the Client's Account(s) in any manner whatsoever and to do all other things as fully and effectively as the Client could do in connection therewith and in particular but without prejudice to the generality of the foregoing to transfer, assign, charge or sell the Deposited Securities or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer, assignment, charge or sale.
- 12.7 At the Company's discretion, the Deposited Securities may be registered by the Company in its name or in the name of the custodian, sub-custodian or nominee. Notwithstanding the aforesaid, neither the Company nor its nominee shall be answerable or responsible for any diminution in value of any of the Deposited Securities, however arising, whilst the same are in the custody, possession or control of the Company or its nominee. Further, while the Deposited Securities are in the custody, possession or control of the Company or its nominee, neither the Company nor its nominee shall be responsible to ensure that any rights issue, bonus or dividends declared in respect of the Deposited Securities are taken up, received or collected by the Company or its nominee.
- 12.8 The Client shall, if requested, enclose herewith such duly executed transfers or assignments as are necessary to enable the effectual transfer of the Deposited Securities. The Client hereby expressly grants the Company full and express authority to complete such transfers, assignments and/ or documents in relation thereto. In the event that further documents are necessary to effectively transfer the Deposited Securities, the Client shall immediately upon the Company's demand execute such documents.
- 12.9 The Client acknowledges that the Company shall not be liable for any loss or damage of the stocks and shares deposited under the Client's Account(s).
- 12.10 The Client agrees and acknowledges that the Company shall have the absolute discretion to determine the Client's trading limit based on the amount of the Deposited Securities. In addition, the Company shall have the absolute discretion to revise the Client's trading limit based on the amount of the Deposited Securities which the Client have deposited or pledged with the Company without giving any reasons whatsoever.
- 12.11 The Client agrees that the Company shall have the right at any time in its absolute discretion to suspend, revoke, withdraw or discontinue the Client's collateralised trading account without giving any reasons whatsoever.
- 13. ADDITIONAL TERMS AND CONDITIONS FOR MARGIN ACCOUNT**
- 13.1 The Client shall execute all relevant margin financing documents in connection with the Client's Margin Account in such form and upon such terms and conditions contained therein as may be required by and acceptable to the Company and/or the Margin Financier.
- 13.2 The Client hereby agrees that the terms and conditions in the relevant margin financing documents shall be in addition to and are not in derogation of the terms and conditions herein and in the event of any inconsistency between the terms and conditions of the relevant margin financing documents and the terms and conditions herein, the terms and conditions of the relevant margin financing documents shall prevail.
- 13.3 The Client hereby agrees that the Company (upon the Margin Financier's instructions) may but shall not be obligated to enforce the rights pursuant to the terms and conditions of the relevant margin financing documents relating to the Client's Margin Account including but not limited to immediately force-sell any Securities in the Client's Account or Client's Margin Account.
- 13.4 The Client hereby agrees and acknowledges that the Margin Financier may in its sole discretion determine and vary the Client's limit for the Client's Margin Account.
- 14. NOTICES**
- 14.1 Any notice or communication by the Company or Executing Broker to the Client including without limitation trade statements, statement of accounts and notices shall be deemed to have been duly served upon and/ or received by the Client:
- 14.1.1 if sent by registered mail or postage prepaid, on the 5th business day falling after the date of posting; or
- 14.1.2 if delivered by hand or courier to the Client in writing to receive such notice or communication, at the time of delivery to the recipient;
- 14.1.3 if transmitted by way of facsimile transmission prior to 5.00 p.m. on a business day, at the time of transmission failing which it shall be deemed served on the following Business Day;
- 14.1.4 if transmitted electronically through the Electronic Services posted at the Company's Website at the time of transmission or posting; or
- 14.1.5 if transmitted through electronic mail then upon transmission.
- 14.2 Without prejudice to the generality of Clause 14.1 herein, records stored in the transaction log of the computer system of the Company of any notice or communication sent through the Electronic Services shall be sufficient proof of such notice or communication being sent.
- 14.3 Any dispute on the accuracy of the information, report, data or recommendation provided to the Client by the Company, trade statements or other documents from the Company stated in any notice or communication served upon or given to the Client must be communicated in writing to the Company within fourteen (14) days from the date of the said notice or communication, failing which they shall be deemed to be correct and accurate. The Client agrees that the Company reserves

the absolute right to make any adjustment to the contents of any notice or communication sent arising from any technical or typographical error.

- 14.4 The Client shall forthwith notify the Company in writing of any changes to the Client's correspondence address(es) including without limitation the Client's electronic mail addresses failing which any notice or communication issued or sent by the Company to the electronic mail address last notified in writing by the Client to the Company shall be deemed properly served on the Client.
- 14.5 Any demand for payment or service of any legal process may be made or effected by prepaid registered or ordinary post addressed to the Client to the address or addresses last notified in writing by the Client to the Company or at the Client's last known address/place of business and such demand or legal process shall be deemed to have been duly served on the fifth (5th) day following that on which it was posted, notwithstanding that the said demand or legal process may subsequently be returned undelivered by the postal authorities.

15. EVENTS OF DEFAULT

- 15.1 Each of the following shall be an Event of Default, whether it is within or beyond the control of any party to the Form and/ or the Terms:
- 15.1.1 failure on the part of the Client to observe or perform any of the terms and conditions or breach or non-compliance of any provision of the Form and/ or the Terms (including undertakings, covenants or declarations and any variations, supplements or amendments thereto); or
- 15.1.2 failure on the part of the Client to pay any sum of any kind or nature whatsoever (whether actual or contingent) due; or
- 15.1.3 any misrepresentation or warranty or declaration given or made by the Client which proves to be incorrect or misleading or inaccurate; or
- 15.1.4 if any provision contained in the Form and/ or the Terms is held for any reason whatsoever, to be invalid or unenforceable; or
- 15.1.5 an encumbrancer takes possession of, or a trustee or administrator or other receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Client; or
- 15.1.6 any security interest which may for the time being affect any of the Client's assets becomes enforceable; or
- 15.1.7 the Client becomes or is declared insolvent or is deemed unable to pay its debts within the meaning of Section 466(1) of the Companies Act 2016 or any analogous events in any jurisdiction or becomes unable to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its creditors; or
- 15.1.8 the Client convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of its creditors, or a petition is presented, or a meeting is convened for the purpose of considering a resolution for the winding-up of, or other steps are taken for making of an administration order against the Client (other than for the purpose of reconstruction); or
- 15.1.9 the Client, being an individual, becomes or is adjudged or declared bankrupt or commits an act of bankruptcy or has a bankruptcy petition presented (or any analogous event) against him in any court of competent jurisdiction; or
- 15.1.10 the Client dies and the Company has notice of death either directly or indirectly; or
- 15.1.11 the Client is certified insane by a licensed medical practitioner, or is unable to handle his personal affairs himself and no person has been appointed under a Power of Attorney to handle the Client's Account(s) or financial affairs; or
- 15.1.12 the Client is temporarily or permanently impaired by mental and/ or physical deficiency, disability, illness or by the use of drugs to the extent he/she lacks sufficient understanding to make rational decisions or engage in responsible actions; or
- 15.1.13 any legal proceedings, suit or action is instituted against the Client or any judgment or order is made against the Client, which in the opinion of the Company could or would have a material adverse effect on the Client, or distress or any form of execution is levied or instituted against any of the assets of the Client; or
- 15.1.14 any governmental authority or any person or entity acting or purporting to act under any governmental authority shall have taken any action in order to condemn, seize, appropriate or assume custody or control of the Client, or all or any substantial part of its assets or to curtail its authority in the overall conduct of its business or operations; or
- 15.1.15 if an event or events has or have occurred or a situation exists or arises which in the opinion may or will affect the ability of the Client to duly perform or observe any of its other obligations to the Company whether arising from the Form and the Terms or otherwise; or
- 15.1.16 a material adverse change in the financial condition of the Client or in all or any part of the affairs, investments, business or operations of the Client that has in the Company's opinion occurred, or any event occurs or circumstances arise which in the Company's opinion gives reasonable grounds for believing that the Client may not be able to perform or observe any one or more of its obligations in the Form and the Terms or any part thereof.
- 15.2 If an Event of Default shall occur or be continuing, the Company as the case may be shall have the absolute discretion to do anyone or more of the following:
- 15.2.1 suspend and/ or close any or all of the Client Account(s) and/ or terminate or determine all the Electronic Services and facilities provided or any part thereof;
- 15.2.2 demand full payment of all Indebtedness from the Client;
- 15.2.3 sell or dispose in any manner as the Company in its sole discretion deem fit or upon the instructions from the Margin Financier (in relation to the Client's Margin Account) all Securities held in any of the Client Account(s) or Client's Margin Account and apply the net proceeds of any sale or disposal towards settlement of all monies owing to the Company or Margin Financier; and/ or
- 15.2.4 to sell-out any outstanding purchases (which have not been paid for) and utilize any sums standing to the credit to set-off against losses, if any, arising from such said sell-out or in the event there are any proceeds from such sell-out, the Company may apply the net proceeds of any sale or disposal towards settlement of all monies owing to the Company;
- 15.3 Additionally, in the event of death, the following clauses shall apply:
- 15.3.1 all instructions and other monetary instruments shall be honoured by the Company until the Company receives notice in writing of the demise of the Client or until the Company becomes aware of the same (howsoever such

awareness came about, ie. whether through public notification, direct notification to the Company or from any other source which is reasonable for the Company to assume is true);

- 15.3.2 upon the Company receiving formal notice of the demise of an individual Client, the Client's executor(s) or administrator(s) shall be the only persons recognised by the Company as being the Client's successor(s) in the event of the Client's death and the Company is entitled to freeze and/ or retain any Securities or any sums standing to the credit of the Client's Account(s) until such time that the Client's successor(s) produces to the Company a valid and binding Court Order confirming the Client's successor(s) to deal with the Client's affairs and property. Should there be any ambiguity in relation to the Client's successor(s), the Company is entitled to withhold any sums standing to the credit of the Client's Account(s) until such ambiguity is resolved;
- 15.3.3 notwithstanding the above, upon the Company being aware of the Client's demise, the Company shall be entitled to sell-out any outstanding purchases (which have not been paid for) and utilize any sums standing to the credit to set-off against losses, if any, arising from such said sell-out; and
- 15.3.4 any payment or transfer of shares made by the Company to the executor(s) or administrator(s) of the deceased Client shall constitute the complete discharge of the Company's liability under the Client's Account. In the event where a Client's estate has more than one executor or administrator, the Company shall be entitled to release any Securities or any sums standing in credit in the Account to any single executor or administrator unless the Company receives written instructions otherwise.

16. DISRUPTION, TERMINATION OR SUSPENSION

- 16.1 The Company reserves the sole and absolute right to suspend, close or terminate the Client's Account, Electronic Services for any reason deemed appropriate at any time without assigning any reason whatsoever, notwithstanding any Terms stating otherwise with or without prior notice to the Client. Any termination or suspension of any of the Client's Accounts or any of the Electronic Services offered by the Company to the Client or any part thereof (with or without cause) and any withdrawals of Securities, whether or not following termination, shall be without prejudice to the right of the Company to settle any transactions entered into or to settle any liability incurred on behalf of the Client prior to termination at the discretion of the Company. The Company shall be entitled to cancel any unexecuted instructions. The Client shall remain liable for all resulting costs, losses and expenses incurred.
- 16.2 In respect of the termination of any accounts, the Company shall transfer or cause to be transferred any of the Securities to a successor designated by the Client, at the Client's costs and expense. Such transfer is to be affected no later than three (3) months from the date of termination. Should the Client fail, ignore and/ or neglect to nominate a successor or to affect the transfer within the three (3) months period, the Company shall be entitled to charge or levy fees as may be deemed appropriate.
- 16.3 The Client may terminate the Client's Account(s) or the Electronic Services upon giving not less than one (1) month's written notice in advance to the Company and upon payment of all monies outstanding and payable or which will become payable to the Company in respect of the Client's Account, the Electronic Services or otherwise and the full discharge of all the Client's obligations herein.
- 16.4 For the avoidance of doubt, all the Client's obligations under the terms and conditions herein, including the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination shall survive the termination of the Terms herein (including Website Terms) or the deactivation or revocation of the Electronic Services until the said obligations are fully performed or settled.
- 16.5 The Client acknowledges and agrees that the Electronic Services may be delayed or affected by the following:
 - 16.5.1 The failure or severe interruption of telecommunications network, computer network or any other system that are necessary for the use of the Electronic Services including the Executing Broker's system;
 - 16.5.2 System maintenance or system upgrade for the Electronic Services; or
 - 16.5.3 Any other event or circumstance beyond the control of the Company, including but not limited to that in Clause 19.
- 16.6 In the event of the circumstances in Clause 16.5, the Company may give prior notice to the Client pursuant to Clause 14.

17. INDEMNITY

- 17.1 In consideration of the Company and the Executing Broker agreeing to the opening, holding and administering of the Client's Account and/ or the provision of Electronic Services and facilities by the Company, the Client shall (and hereby unconditionally and irrevocably undertakes to and agrees with the Company and each of their respective officers, employees, or any Authorised Third Party) at all times and from time to time and at any time ON FIRST DEMAND duly, punctually and fully indemnify and save harmless the Company and the Executing Broker and each of their respective officers, employees, or any Authorised Third Party, from and against any and all actions, suits, proceedings, claims, liabilities, demands, losses, charges, penalties, fees, fines, debts, interests, damages, expenses and costs (including all costs on a solicitor client basis) of whatever nature as may at any time or from time to time be sustained, incurred or suffered by reason of or as a consequence of or arising out of the Client's breach of the terms in the Form and the Terms or the Company having to act on the Client's instructions or any third party rights including copyright, proprietary, privacy or intellectual property rights.
- 17.2 The Client further agrees to indemnify and hold harmless the Company, Executing Broker and Margin Financier for all and any actions, losses, damages, liability, claims, costs, charges or other expenses which the Company may howsoever incur or be subjected to in relation to the Company's functions and Electronic Services provided through and in connection with the Electronic Services and including but not limited to in connection with or arising from:
 - 17.2.1 any unauthorised instructions or other instructions and data from the Client or purporting to be from the Client that might be transmitted through the Electronic Services or any instructions or such other instructions and data being inaccurate, garbled or incomplete;
 - 17.2.2 the recovery of or attempt to recover by the Company from the Client of any monies due to the Company or the enforcement by the Company of the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same;
 - 17.2.3 any change in any law, regulation or official directive which may have a material adverse effect on the Company, the Company's Electronic Services or any amendments, additions, modifications, variations whatsoever of the same; and

- 17.2.4 any breach by the Client of any of the Client's representations, warranties and obligations herein and/ or pursuant to the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same.
- 17.3 This indemnity shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of any or all the Client's Accounts with the Company or the Executing Broker or Margin Financier and shall be binding upon the personal representatives, successors-in-title and permitted assigns of the Client.
- 18. LIMITATION OF LIABILITY**
- 18.1 The Company, its custodian, Executing Broker, Margin Financier and its respective representatives (including but not limited to its employees, agents, information providers and licensors), shall not be answerable or liable to the Client or any third party whether in contract, tort or otherwise for any loss, damage, expense, liability, cost or claim whatsoever and howsoever caused, any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising in connection or as a result of :-
- a) any circumstances which are beyond the Company's control or knowledge including but not limited to suspension, non-availability of, or failure of any electronic, mechanical, data, transmission of communication, corruption, computer virus, malicious software, bugs or related problems that may be attributable to the Electronic Services;
 - b) any negligent acts or omissions of any service provider, contractor or agent which the Company relies on in providing the Electronic Services;
 - c) any non-availability of or failure, suspension or malfunction in the Electronic Services, network or any other transmission howsoever caused;
 - d) any interference, intrusion or attack by any person or malware or computer virus affecting the Client or systems of any service provider, network provider or communication provider of the Company;
 - e) any unauthorised access by a third party to the Client's Account; and
 - f) Company's failure, neglect or omission to carry out or execute any order or instruction given by the Client (even if the Company has been advised on the possibility of such loss or damage or claim).
- 18.2 Notwithstanding any loss or damage that the Client might incur for any reason whatsoever (including, without limitation, all damages referenced above), the total aggregate liability of the Company, its custodian, Executing Broker, Margin Financier and any of its employees, officers or agents in connection with the Client's exclusive remedy for all the foregoing shall not exceed the fees and commissions paid by the Client to the Company during the six (6) months immediately preceding the Client's first written claim in relation to the loss or damage. Any such claim must be made no later than thirty (30) days from when the event giving rise to liability first occurred.
- 18.3 Both the Client and the Company agree that notwithstanding any provision of the law to the contrary, no action, regardless of form, arising out of or in connection with the Company's Electronic Services or the terms and conditions herein, may be brought by the Client against the Company more than one (1) year after the cause of action has accrued.
- 19. FORCE MAJEURE**
- 19.1 The Company shall not be liable to the Client for any partial performance, delay in performance or non-performance of any of its obligations under the Form and/ or the Terms or any part thereof or any other agreement with the Client by reason of any cause beyond the Company's control or any event of force majeure, including, but not limited to, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, expropriation, currency restrictions, the failure of any exchange, market or clearing house or the failure of any relevant correspondent, service provider or other agent for any reason to perform its obligations, war, nationalisation, terrorism, insurrection, revolution 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, storm or explosion.
- 19.2 The Client agrees that any and all securities documents and/ or other property hereafter deposited with or held by the Company, whether held by the Company themselves or their respective Authorised Third Parties, are at the Client's sole risk as regards to loss, destruction or damage.
- 20. STATEMENTS**
- 20.1 The Company and/ or the Executing Broker will provide the Client with a system generated trade statement of each transaction effected in relation to the Client's Account, and such statement shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement, the Client shall do so in writing within the time period as stated in the statement, otherwise the Client shall be deemed to have accepted the contents thereof. A statement by any of the Company's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.
- 21. ILLEGAL PURPOSES**
- The Client represents warrants and undertakes to the Company that it has not and that it will not make use of the Electronic Services to be provided by the Company to the Client for any illegal or improper purposes (including for purposes of effecting money-laundering operations).
- 22. COSTS AND EXPENSES**
- 22.1 The costs of and incidental to the Form and the Terms including stamp duty, if applicable, shall be borne and paid by the Client.
- 22.2 The Client agrees that upon receipt of written notice from the Company, the Client shall pay to the Company all Indebtedness and other dues payable and/ or reimburse the Company respectively for all costs and expenses incurred by the Company for and on the Client's behalf.
- 22.3 The Client shall also pay interest on late payments at the Company's prevailing rate on all Indebtedness, outstanding contracts and on any debit balance in the relevant accounts from the date the amount is due until full settlement thereof. Such interest rates shall be subject to change by the Company from time to time. The Client is advised to check the prevailing late payment interest rate with the Company prior to incurring any Indebtedness.
- 22.4 All payments and/ or reimbursements shall, unless otherwise determined by the Company, be in Malaysian Ringgit (MYR).

23. INTEREST

- 23.1 Without prejudice to any other provisions herein, the Client hereby irrevocably and unconditionally, agrees, consents, directs and authorises the Company to place or invest the monies in the Clients' trust account at any time and from time to time in an interest-bearing account with any licensed institution as defined under the CMSA.
- 23.2 In relation to clause 23.1 above, when the Company invests all or part of the Available Funds in an interest bearing account with a licensed institution, the Client further agrees and authorises the following:-
- 23.2.1 The Company shall be solely entitled to any interest earned on the net available sum of monies remaining in the Client's trust account;
- 23.2.2 The Company shall at its absolute discretion determine the amount of interest repayment and/or the rate at which such interest repayment is computed to be repaid to the Client;
- 23.2.3 The Company shall make repayment of such interest only if the Client maintains a minimum balance or any other amount as notified and determined by the Company in its sole and absolute discretion from time to time as the case may be; and
- 23.2.4 Where the Company makes such interest repayment to the Client, the interest amount and/or the rate of computation for such interest amount shall be disclosed to the Client and the interest shall be calculated on a daily basis at the end of each day and credited into the Client's trust account at the end of each calendar month less deductions of any other monies due payable and/or owed by the Client.

24. TAXES

The Company may withhold any monies held or received by the Company and may thereafter apply the monies insatisfaction of any taxes, levies, charges, assessments, deductions, withholdings and related liabilities imposed in relation to the transactions made or executed in relation to the holding or in any manner arising from any securities or Electronic Services or facilities rendered. The Client shall remain liable for any deficiency. The Client is liable for all applicable taxes (including the sales and services tax) accruing to the Electronic Services and accounts or arising under any transaction carried out by the Company for or on behalf of the Client.

25. NO WAIVER AND CUMULATIVE RIGHTS

- 25.1 No failure or delay on the part of the Company in exercising nor any omission to exercise any right herein, upon any default on the part of the Client, shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default nor shall any action by the Company in respect of any default or any acquiescence to any such default, affect or impair any of the Company's respective rights, powers, privileges or remedies in respect of any other subsequent default.
- 25.2 The rights and remedies provided by the Form and/ or the Terms are cumulative and are not exclusive of any rights or remedies of the parties provided at law.

26. CHANGES TO THE AGREEMENT

- 26.1 The Company shall be entitled at any time and from time to time to vary, amend, add, review, supplement, substitute or replace all or any of the terms and conditions of the Form and/ or the Terms by way of notification to the Client to the extent that is applicable and relevant to the Client or post the updated terms and conditions in the Company's Website.
- 26.2 No change to the Form and/ or the Terms proposed by the Client shall bind the Company unless agreed to in writing by the Company.

27. RECONSTRUCTION & SUCCESSORS IN TITLE

The rights and obligations created by the Form and/ or the Terms shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in the constitution of the Company or of any Company by which the business of the Company may for the time being be carried on and shall be binding upon and inure for the benefit of the Client's heirs, personal representatives, successors-in-title or permitted assigns and the Company's successors-in-title or assigns.

28. SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking in the Form and/ or the Terms which is illegal, void, voidable, prohibited or unenforceable for any reason whatsoever shall be ineffective to the extent of such illegality, voidness, voidability, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, voidability, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

29. ASSIGNABILITY

The Client shall not assign or transfer all or any part of its respective rights in the Form and the Terms or delegate its performance in the Form and/ or the Terms without the prior written approval of the Company and any assignment, transfer or delegation which is made without such prior written approval shall constitute a breach on the part of the Client. The Client hereby consents to and the Company is permitted to assign or transfer all or any the rights and obligations under the Form and the Terms.

30. TIME SHALL BE OF THE ESSENCE

Time unless specifically mentioned otherwise shall be of the essence.

31. INTELLECTUAL PROPERTY RIGHTS

- 31.1 The Client acknowledges that the Company is the owner of all Intellectual Property vested in, under or accruing to the Electronic Services extended to the Client herein. Ownership of the Intellectual Property in the Electronic Services and all its content shall at all times remain vested in the Company. The Client agrees that it shall not tamper with nor do anything that will infringe the Company's rights in relation to the Company's Intellectual Property and shall safeguard and protect the Intellectual Property at all times.
- 31.2 The Client agrees and covenants that it shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to or attempt to:
- 31.2.1 modify, reproduce, alter, adjust or create in any manner any derivative works of the content in, under or to the websites for use, transmission, distribution or display on the websites without the Company's prior written consent;

- 31.2.2 tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the Electronic Services;
- 31.2.3 retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information contained in, on or under the websites in any manner whatsoever without the Company's prior written consent; or
- 31.2.4 use the information contained on the websites for any illegal purposes or in such manner as to encourage illegal activities.
- 31.3 The Company may develop or use electronic tools (i.e. spreadsheets, databases, software) in providing the Electronic Services. The Client acknowledges that the electronic tools shall remain the Company's property and that the Company has developed them solely for the Company's use. The Client shall use the tools at their own risk and shall refrain from providing such tools to any third party.
- 32. APPLICABLE LAW**
This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby irrevocably agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia and waive any objection to any legal actions or proceedings arising out of or in connection with the Form and/ or the Terms in any such court on the grounds that such action or proceedings have been brought in an inconvenient or improper forum.
- 33. RELEASE OF INFORMATION AND CREDIT REPORTING**
- 33.1 The Client consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to the Company, its custodian and to such agents, service providers and sub-contractors of the Company as informed by the Company to Bursa Depository, of information or documents relating to the Client's affairs and in particular, relating to the Client's Account(s) (for example balances, account particulars and transactions). This consent shall be valid until revoked by the Client. The Client shall release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability which the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
- 33.2 The Client agrees that the Client's Information may be made available, without limitation to :-
(i) the Company's agents, affiliates or advisors, shareholders, Executing Broker, Margin Financier, custodian/ sub-custodian's agent's or advisors, insurers, brokers, underwriters, reinsurers, outsource service providers, guarantors or security providers, rating agencies, the Client's advisors (including but not limited to accountants, auditors, lawyers, financial advisors or other professional advisors) where authorized by the Client;
(ii) any other person notified by the Client as authorized to give instructions or to use the account(s)/ facility(ies) or products or Electronic Services on the Client's behalf;
(iii) any third party as a result of the acquisition or sale of any company by the Company (provided that any recipient uses the Client's Information for the same purposes as it was originally supplied to the Company and/ or used by the Company);
(iv) in connection with any regulatory report, audit and enquiry;
(v) to the extent reasonably required for the performance of its obligations under these Terms;
(vi) BMSB, Bursa Derivatives, Bursa Depository, Bursa Clearing, the Securities Commission, Foreign Exchanges' and/or all relevant and applicable authorities/ regulators pursuant to a subpoena or order of court, and/or pursuant to any law.
- The Company shall deal with the Client's Personal Data in accordance with its Personal Data Protection Notice annexed herein as may be amended or supplemented from time to time. The Client hereby confirms that the Client has read and understood the Company's Personal Data Protection Notice * and accepts the terms and conditions and consents to the processing of the Client's Personal Data in accordance with such notice (*For the most current version of the Personal Data Protection Notice at all material times, please refer to the posting on the Company Website). The Client shall not hold the Company liable for any inadvertent disclosure of any of the Client's Personal Data and Client's Information whether inadvertently disclosed by the Company or any third party appointed by the Company.
- 33.3 In the event the Client provides the Company with the Personal Data of other individuals, including information relating to the Client's next of kin or information to its directors, authorized signatories, individual shareholders, officers, security providers, the Client represents and warrants that the Client has obtained (or will obtain) their consent;
- 33.3.1 For their Personal Data to be provided, processed and used by the Company for matters;
- 33.3.2 For the Company to disclose the said Personal Data to its service providers; and/or
- 33.3.3 For the Company to disclose the said Personal Data so as to comply with any law or regulatory requirement in connection and pursuant to these terms and conditions.
- The Client agrees to update the Company in writing if there is any change to the Personal Data of these individuals provided to the Company.
- 33.4 The Client further agrees for the Company and the credit reporting agencies to obtain and/ or disclose any Credit Information (as defined under the Credit Reporting Agencies Act 2010 including information in the database systems of Bank Negara Malaysia known as CCRIS and DCHEQS) relating to the Client, its directors and shareholders (if the Client is a corporation), the Client's security provider(s) and/ or any other third party ("Data Subjects"), from and/ or to the credit reporting agencies, Bank Negara Malaysia or any source deemed appropriate, for the purpose including but not limited to the opening of the Client's Account, credit assessments on the Data Subjects, Client's Account monitoring and review, debt recovery and any other purposes for the maintenance of the Client's Account with the Company.
- 34. INDULGENCE**
The liability of the Client hereunder shall not be impaired or discharged by reason of the fact that any person is or has become in any way, whether with or without the acceptance of the Company, liable to pay any of the monies owing by the Client hereunder or by reason of any time or other indulgence being granted by or with the consent of the Company to any such person or by reason of any arrangement being entered into or composition accepted by the Company modifying the operation of law or otherwise the rights and remedies of the Company under these Terms.
- 35. STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT**
- 35.1 Structured warrants shall mean individually or collectively, call warrants, put warrants, basket warrants, bull-equity linked structures or such other structures that may be specified by the Exchange from time to time.

- 35.2 The Client shall be informed that the risk of loss in purchasing structured warrants be substantial. The Client therefore assess if the purchase of structured warrants is suitable for the Client in light of their financial circumstances. In deciding whether to purchase structured warrants, the Client shall be aware of the following :-
- 35.2.1 the purchase of structured warrants is subject to the risk of losing the full purchase price of the structured warrants and all transaction costs;
 - 35.2.2 in order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
 - 35.2.3 under certain conditions, it may become difficult to settle the structured warrants;
 - 35.2.4 upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;
 - 35.2.5 the placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Client's losses to the intended amount as market conditions may not make it possible to execute such orders; and
 - 35.2.6 because of the small initial outlay, the high degree of leverage that is obtainable from structured warrants can work against or for the Client. The use of leverage can lead to large losses as well as gains.

This brief statement cannot disclose all the risks associated with structured warrants and the Client is advised to obtain independent professional advice before investing in any structured warrants.

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APPENDIX A

"Advice"	means any representation, advice, view, opinion or other statements of similar nature;
"Agents"	means any party or Company which the Company has engaged and/ or appointed as agents to facilitate the provisions of Electronic Services;
"Executing Broker"	means any licensed Financial Institution used by the Company to facilitate the provision of Electronic Services;
"AMLA"	means Anti-Money Laundering, Anti-terrorism Financing and Proceeds of Unlawful Activities Act 2001 including any such variations, supplements and/ or amendments thereto;
"Beneficiary"	means the ultimate owner of the deposited securities who is the person who is entitled to all rights as defined in the SICDA;
"Beneficiaries"	means collectively all the individual Beneficiaries and where the context so permits, include any one or more of them;
"BMSB"	means Bursa Malaysia Securities Berhad including its successors and assigns (where applicable);
"BNM"	means the Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009 (Act 701) including any such variations, supplements and/ or amendments thereto;
"Book-Entry Securities"	means all book entry securities and all shares, stocks, bonds, debentures, certificates of deposit, notes, debt securities, warrants, options, futures contracts and securities of any kind whatsoever, the trading transactions of which are cleared and settled through any book entry system or any other trading system for the trading, clearance and/ or settlement of scripless securities, whether in Malaysia or elsewhere;
"Business Day"	means a day when BMSB is open for trading and banks in Kuala Lumpur is open for business;
"Buy Order"	means an order to purchase Securities;
"Client"	means the Person(s) named in the Account Opening Application Form/ Customer Information Form in view of opening an account(s) with the Company and includes its heirs, estate, personal representatives, successors and permitted assigns (and where the context so admits, includes any one of those persons) and who has been granted Electronic Services by the Company;
"Client's Account or Client's Account(s)"	means the account or account(s) opened/ maintained by the Client for the purpose of trading in Securities and includes any multiple trading account(s), Cash Upfront Trading Account, Contra Account, and any and all accounts including CDS/Securities account opened for and on behalf of the Client by the Company;
"Client's Information"	means the Client's information and/ or documents given in or together with the Account Opening Application Form/ Customer Information Form/ Customer Information Update Form and any other information pertaining to the Client, the Client's Account(s) and/ or to the conduct of all the Client's Accounts, whether provided before or after the date of the Account Opening Application Form/ Customer Information Form, whether oral or written, and regardless of the manner by which it is provided;
"CMSA"	means Capital Market Services Act 2007 including any such variations, supplements and/ or amendments thereto;
"CMSRLH"	means Capital Market Services Representatives License Holder as defined under the CMSA;
"Collateral"	means any and all cash, Securities (including securities purchased by the Client, whether paid or unpaid) or assets which may be deposited with the Company and/ or charged as security to the Company for the Client's Account(s) and/ or the performance of the Client's obligations to the Company, its affiliates, agents and counter parties (foreign and otherwise);
"Company"	means Rakuten Trade Sdn. Bhd. (Registration No. 199301011963.: 266701-P) having its registered address at Level 17, Kenanga Tower, 237 Jalan Tun Razak, 50400 Kuala Lumpur and include its successors in title and assigns;
"Company Website"	means any of the Company's website(s) which provides Electronic Services to the Client through such internet address(es) as may be designated by the Company from time to time;
"Electronic Services"	means trading in Securities and or any products, instruments, facilities, advise, reports, accounts, data, information, including but not limited to transaction verification, provided by the Company to the Client and includes any other features, technologies or functionalities offered by the Company, and all additional or new products, or facilities, instruments, advise, reports, accounts, data and information as may be introduced by the Company from time to time via the Company's computer or telephonic electronic services or systems, internet, private network, personal computers, mobile telephones, wireless connection, touchscreen terminals, or any other medium of tele-communication that the Company may, in its absolute discretion, adapt, introduce for the Client from time to time;

"Executing Broker"	means any licensed financial institution appointed by the Company to facilitate the provision of Electronic Services;
"Exchanges Rules"	means the rules of all the relevant Securities exchanges where the Client trades in Securities including but not limited to the rules of BMSB, rules of Bursa Malaysia Depository Sdn. Bhd., the business rules of Bursa Malaysia Derivatives Bhd., the rules of Bursa Malaysia Securities Clearing Sdn. Bhd., the rules of Foreign Exchanges', rules, regulations, directives, guidelines, circulars and policies issued by any regulatory bodies and authorities and includes any variations and supplements as may be introduced and enforced from time to time;
"Force Majeure Event"	means any cause beyond a party's reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, war, strike, embargo, governmental or regulatory requirement, civil or military authority, Act of God, industrial disputes and acts or omissions of providers of telecommunications services or of any provider of Third Party Content;
"Foreign Exchanges" or "Foreign Exchange"	means any other Securities or stock exchange other than BSMB which are recognised by BSMB;
"Foreign Securities"	means Securities traded or quoted on any Foreign Exchange;
"Form"	means collectively, the Account Opening Application Form/ Customer Information Form, the Account Opening (Products) forms, any update forms, the Client Account(s) Common Terms and Conditions, all appendices, schedules, sections and forms thereto and as may be varied or supplemented from time to time;
"Indebtedness"	means all the present or future indebtedness of the Client to the Company howsoever arising and whether in Malaysian Ringgit (MYR) or in any other currency including all interest, costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Company and including those arising from the Company in perfecting or enforcing or attempting to enforce any security against the Client which may be held by the Company from time to time and so that interest shall be computed according to the Company's usual mode after as well as before any demand is made or judgment is obtained and notwithstanding the termination of any of the Client's Account(s) referred herein;
"Intellectual Property"	means any copyright, designs, logos, trade names, trademarks, service marks and all other intellectual property;
"Laws and Rules"	means all laws, by-laws, rules, regulations, guidelines, circulars, policies and procedures, orders, directives, notices, requests prescribed by any applicable regulator or any government agency (whether or not having the force of law) in any applicable jurisdiction;
"Links"	means any and all means by which one web page may permit its users/ visitors to connect to or view another web page including by creating hypertext, logo or other graphical links or by framing the content of the other web page within the window or frame of a browser or other application;
"Market Data Provider"	means Agents and/or party(ies) providing Foreign Market Data to the Company from time to time;
"Margin Account"	means the account maintained by the Client with the Margin Financier for the purposes of margin trading;
"Margin Financier"	means the financial institution as approved by BMSB and appointed by the Company to provide margin financing to the Client;
"Personal Data"	means any information in respect of commercial transactions, which: (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system; that relates directly or indirectly to a Client, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive Personal Data and expression of opinion about the Client; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2010;
"Person(s)"	means individual Client;
"Security Features"	means any verification code, passwords, security information and procedures, account numbers and User IDs supplied by/confirmed by the Company to the Client to access and operate the Electronic Services;
"Securities"	means all debentures, shares and stocks listed on BMSB deposited or credited with the Company and/ or which may be from time to time deposited or credited and all other debentures, shares and stocks, securities, options, interests, rights, benefits which may at any time be derived from, accrued on or offered in respect of these securities as well and dividends or other moneys received under the securities and where the context so permits and requires, shall include any part(s) thereof and where applicable shall include Foreign Securities;

"Sell Order"	means an order to sell Securities;
"Settlement Currency"	means the currency offered by the Client for trade settlement;
"Settlement Due Date"	means the relevant settlement date for each trade depending on the rules of the applicable Exchange or Foreign Exchange;
"SICDA"	means Securities Industry (Central Depositories) Act 1991 and includes any statutory amendment or re-enactment thereof, including without limitation the Securities Industry (Central Depositories) (Amendment) Act 1998;
"Terms"	means the Client's Account(s) Common Terms and Conditions, the Website Terms and all other terms and conditions under the Form, including any annexures, addendums, schedules and/ or any agreements attached hereto or as may be entered into from time to time in connection herewith and as may be varied or supplemented by the Company from time to time;
"Third Party Content"	means any information or content provided by any party other than the Company on any facility, Links or Electronic Services provided by the Company;
"Trust Account Monies"	means all monies held by the Company or in the Company's custody and control (including monies credited with a third party appointed by the Company) and/ or monies in the custodian/ sub-custodian's custody and control; and
"Website Terms"	means the terms and conditions posted at any of the Company's internet websites including, but not limited to Company's Website and as may be updated by the Company from time to time.

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RAKUTEN TRADE SDN. BHD. PERSONAL DATA PROTECTION NOTICE

At Rakuten Trade Sdn. Bhd., we respect your Personal Data and strive to ensure that your Personal Data is protected in accordance with the laws of Malaysia. The security of your Personal Data is important to us and we shall maintain appropriate physical, technical and organizational measures needed to ensure the security and confidentiality of your Personal Data.

We may store and process your Personal Data on our computers wherever located and in any other medium. We may retain your Personal Data up to the maximum period permitted for legitimate business purposes, legal, regulatory and internal requirements. We may, over time, delete these records if they are no longer necessary or permissible by law.

Some pages on our website may include links to third party websites. These sites are governed by their own privacy statements and we are not responsible for their privacy practices, operations and contents of the said links. You are advised to review the privacy statements of these sites before furnishing any information. Please remember that internet communications are not secure. We cannot accept any responsibility for unauthorised access by a third party and/ or the corruption of information/data being sent by any individuals to us via internet communications or electronic mail.

Rakuten Trade Sdn. Bhd. will collect, process and use your Personal Data in accordance with this Personal Data Protection Notice ("PDP Notice"). This PDP Notice describes the type of Personal Data we collect and how we collect it, how such Personal Data is used, the parties that we disclose the Personal Data to, the choices we provide and your rights over your Personal Data including how to access and update your Personal Data.

Types of data and information we collect

We collect and process your personal data and information including but not limited to, information to establish your identify and background, contact details, financial data, creditworthiness information, and other information that you provide when you apply for any of our products and/ or services ("Personal Data"). We may obtain these Personal Data from yourself or from variety of sources, including when you apply for any of our products and services, through your relationship with us, from any analysis of the way you use and manage your account/ facility with us, publicly available sources or registries; government authorities, regulatory authorities and/ or law enforcement agencies; from third parties or other sources in respect of which you have given your consent to disclose the Personal Data and/ or where not otherwise restricted; and/ or from any information that is supplied and/ or collected when you visit our websites which include your mobile device or computer's IP address or from any information that is collected via cookies in some of our websites. We may use cookies for a number of purposes, including to store your preference for certain types of information or products, further analysis for the purpose of providing products and services to you, to improve our products and/ or to personalize our services to you. You may adjust settings on your browser and/ or mobile device so that you will be notified when you receive a cookie or other similar tracking tools. Please refer to your browser documentation to check if the tracking tools have been enabled on your computer and/ or mobile device or to request not to receive cookies or to disable cookies if you do not wish to have information collected via the use of cookies .

Use and Disclosure of Personal Data

We may use, process and/ or disclose your Personal Data for the following purposes in and/ or outside Malaysia ("Purpose"):

- to assess and process your applications for our products and/ or services;
- to manage and maintain your accounts/ facilities with us;
- to conduct credit checks and assisting other financial institutions to conduct credit checks;
- to evaluate your financial needs;
- for crime or fraud detection, investigation, prevention, prosecution and compliance with sanctions, including know your customer (KYC) and regular politically exposed person (PEP) screening;
- to respond to the requirements of a civil or criminal legal process and/ or for regulatory compliance purposes and/ or as required by law or regulation (including the European Union member states);
- for debt collection and enforcement of your obligations to us;
- for market research and statistical analysis and surveys with the aim of improving our products and services;
- to provide you with information on our and third party products and services which may be of interest to you;
- to compare information/ data for accuracy of our record, and verify with third parties;
- to research, design and improve our products and services, operational and business processes;
- to support our business, financial and risk monitoring, planning and decision making;
- to handle complaints and queries;
- for audit, compliance and risk management;
- to transfer or assign our rights and duties under any governing terms and conditions between us and yourself;
- for the outsourcing of business and back room operations of Rakuten Trade Sdn. Bhd.;
- for security reasons in particular Personal Data collected from security surveillance;
- to transfer your Personal Data to foreign jurisdictions to enable any cross border transactions, for the performance of a contract, for the purposes of legal proceedings, upon written request from a foreign regulatory or government authority or body, to protect your vital interest or where it is in the public interest to do so; and/ or
- for any other purposes that is required or permitted by any law, regulation, order and/ or guidelines.

The disclosure of your Personal Data may involve the transfer of your Personal Data to places outside of Malaysia, and by providing us your Personal Data, you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with Rakuten Trade Sdn. Bhd. including for storage purposes.

It is possible that in the future we could merge with, or be acquired by, another company. If such an acquisition occurs, you consent to the successor company having access to your Personal Data maintained by us, including account information, and such successor company would continue to be bound by this PDP Notice unless and until it is amended.

You may have provided personal and financial information relating to others (including but not limited to joint applicant, spouse, related parties and/ or emergency contact persons) for the Purpose. In such cases, you represent and warrant that you have their consent or are otherwise entitled to provide their information to us. Where your Personal Data has been provided to Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, and Bursa Malaysia Derivatives Berhad) (collectively, "Bursa") for any of the Purpose, including any legal and regulatory purposes, you hereby agree for the processing of your Personal Data by Bursa in accordance with the terms of the Bursa's personal data notice as provided under www.bursamalaysia.com.

Disclosure of your Personal Data

Your Personal Data held by us shall be kept confidential. However, in order to provide you with effective and continuous products and services and subject at all times to any laws, regulations and guidelines, we may need to disclose your Personal Data to the following parties:

- Rakuten Trade Sdn Bhd's agents, affiliates and associates;
- professional advisers, contractors, service providers, debt collection agencies and our other agents with whom we have contractual agreements for some of our functions and services including but not limited to Kenanga Investment Bank Berhad;
- credit reference agencies, rating agencies, insurers or insurance brokers;
- financial service providers in relation to the products and services that you have with us;
- any actual or potential participants or assignee or transferee of our rights and/ or obligations under any transaction between us and you;
- any guarantor or security provider for the products and/ or services granted by us to you;
- any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;
- strategic/ business partners with whom we have a relationship with for specific products and services;
- any person connected to the enforcement or preservation of any of our rights under your agreements with us; and/ or
- any party authorized and/ or consented to by you.

Access/Correct/Update to Information

You are entitled to review the Personal Data that we may have collected about you and request correction of the Personal Data. If there are any changes to your Personal Data or if you believe that the Personal Data or if you believe that the Personal Data we have about you is inaccurate, incomplete, misleading or not up-to-date, please write to our Data Officer setting out the details of your request and your name and NRIC/ Passport number. A fee may be charged for this service. We shall correct or update the information/ data as soon as possible. The Data Officer may request information or documents from you to verify the authenticity of the person making the request and any information relating to the corrections requested.

Erasure and Restriction of processing

We allow you the opportunity to remove yourself and any information about you (save for information which is necessarily retained by us to comply with legal or regulatory requirements, storage purposes, or if there valid grounds under the law to do so, such as legal claims etc.) from our database or require us to cease processing all or part of your Personal Data by submitting a written notification addressed to our Data Officer. We will require a reasonable amount of time to process such notices. Please note that after deleting your Personal Data, we may not be able to provide the same level of servicing to you as we will not be aware of your preferences.

We reserve the right to take the necessary actions if we feel that such removal or cessation would not allow us to provide our products and services or fulfil our obligations in a satisfactory manner. This includes our entitlement to refuse to provide or cease providing any facilities, products or our services to you.

Where you have requested that we erase your Personal Data that we have made public and there are valid grounds for erasure, we will use reasonable and cost effective steps to inform others that are displaying your Personal Data or providing links to the Personal Data to erase your Personal Data too.

Portability

You have the right to receive your Personal Data which you have provided to us in a structured, commonly used and machine-readable format and a right to request that we transfer such Personal Data to another party.

If you wish for us to transfer the Personal Data to another party, we can only do so where it is technically feasible. We are not responsible for the security of the Personal Data or its processing once received by the third party. We also may provide you with certain Personal Data if providing it would interfere with another person's rights (e.g. where providing the Personal Data we hold about you would reveal information about another person).

Profiling

We process some of you data automatically, with the goal of accessing certain personal aspects (profiling)). For example we use profiling due to certain legal and regulatory requirements, to combat money laundering, terrorism financing, fraud, assessment of risk and offences that pose a danger to assets.

Enquiries and Complaints

You have the right to object at any time to the processing of your personal data for direct marketing purposes, and profiling to the extent related to direct marketing and to the extent permitted under the EU General Data Protection Regulations (GDPR), and to the processing of your personal data for the Purpose . Any queries, requests, concerns or complaints or exercise of your rights regarding the use of your Personal Data, may be raised to the Data Officer below:-

Data Officer
Rakuten Trade Sdn. Bhd,
Level 7, Kenanga Tower,
237 Jalan Tun Razak,
50400 Kuala Lumpur
Tel: +603 2110 7188
Email: customerservice@rakutentrade.my

In applying for, using or continuing to use our services, including any other contractual relationship which you may have with us, you shall be deemed to have accepted and consented to the terms of this PDP Notice. If you do not consent to the terms herein, kindly contact us at the abovementioned contact details.

Electronic Services

You hereby consent to the transmission by electronic means of your Personal Data through our Electronic Services, such consent shall be effective at all times that you access and/or use the Electronic Services.

Changes to the PDP Notice

Please note that we may update this PDP Notice at any time via posting on our website. You are advised to periodically view our website for any updates or the most current version of our PDP Notice. Your continued usage of our services or continued relationship with us shall be deemed as acceptance of any updates, revisions or amendments made to our PDP Notice.

This PDP Notice was last updated in August 2018.

Language

This Notice is issued in both the English and Malay languages. In the event of any inconsistency between these two versions, the English version shall prevail.

Consent and Acknowledgement

By providing us with your Personal Data, you hereby consent to the use, processing, transfer and/or disclosure of your Personal Data in accordance with this PDP Notice.

If you are a corporation (non-individual)

In the event you have provided/disclosed Personal Data of individual third parties including but not limited to your directors, individual shareholders, employees, authorised signatories, agents, representative or otherwise, you hereby represent and warrant to us that you have the consent of such third parties and are entitled to provide their Personal Data to us to be used, processed and/or disclosed in accordance with this PDP Notice.

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RAKUTEN TRADE SDN. BHD. NOTIS PERLINDUNGAN DATA PERIBADI

Di Rakuten Trade Sdn. Bhd., kami menghargai Data Peribadi anda dan berusaha untuk memastikan bahawa Data Peribadi anda dilindungi selaras dengan undang-undang Malaysia. Keselamatan Data Peribadi anda adalah penting kepada kami dan kami akan mengekalkan langkah-langkah sesuai dari segi fizikal, teknikal dan organisasi bagi memastikan keselamatan dan kesulitan Data Peribadi anda.

Kami boleh menyimpan dan memproses Data Peribadi dalam komputer kami di mana-mana sahaja letaknya dalam apa-apa juga medium. Kami boleh menyimpan Data Peribadi sehingga tempoh maksimum yang dibenarkan bagi tujuan perniagaan yang sah, undang-undang, peraturan dan keperluan dalaman. Kami boleh, kemudiannya, memadam rekod ini sekiranya tidak diperlukan atau apabila dibenarkan oleh undang-undang.

Sesetengah laman dalam laman sesawang kami memasukkan pautan dengan laman sesawang pihak ketiga. Laman ini dikawal oleh pernyataan peribadi masing-masing dan kami tidak bertanggungjawab terhadap amalan peribadi mereka, operasi dan kandungan pautan tersebut. Anda dinasihatkan untuk menyemak pernyataan peribadi tapak web tersebut sebelum memberikan apa-apa maklumat. Ingatlah bahawa komunikasi Internet tidak dijamin keselamatannya. Kami tidak boleh menerima apa-apa tanggungjawab bagi akses yang tidak dibenarkan oleh pihak ketiga dan/ atau kerosakan maklumat/ data yang dihantar oleh mana-mana individu kepada kami melalui komunikasi Internet atau mel elektronik.

Rakuten Trade akan mengumpul, memproses dan menggunakan Data Peribadi anda mengikut Notis Perlindungan Data Peribadi ("Notis PDP") ini. Notis PDP ini memerihalkan jenis Data Peribadi yang dikumpulkan dan cara kami mengumpul Data Peribadi tersebut, bagaimana kami menggunakan Data Peribadi anda, pihak-pihak yang kami mendedahkan Data Peribadi anda, pilihan yang kami tawarkan dan hak-hak anda terhadap Data Peribadi anda termasuk cara mengakses dan mengemaskinikan Data Peribadi anda.

Jenis data and maklumat yang kami kumpulkan

Kami mengumpul dan memproses Data Peribadi dan maklumat anda termasuk dan tidak terhad kepada, maklumat untuk mengesahkan identiti dan latar belakang anda, maklumat hubungan, data kewangan, kepercayaan kredit, dan maklumat lain yang anda berikan apabila anda memohon mana-mana produk dan perkhidmatan kami ("Data Peribadi"). Kami mungkin mendapatkan Data Peribadi tersebut daripada anda sendiri atau daripada pelbagai sumber, termasuk apabila anda memohon mana-mana produk and perkhidmatan kami, melalui hubungan anda dengan kami, dari analisis cara anda menggunakan dan mengurus akaun/fasiliti dengan kami, dari sumber awam atau rekod-rekod pendaftaran; pihak berkuasa kerajaan, pihak pengawalseliaan dan/atau agensi penguatkuasaan undang-undang; daripada pihak ketiga atau mana-mana sumber yang mana anda telah memberi kebenaran untuk mendedahkan Data Peribadi dan/atau di mana tiada sekatan; dan/atau daripada sebarang maklumat yang diberikan dan/atau dikumpul apabila anda melawat laman web kami termasuk peranti mudah alih atau alamat IP computer anda daripada sebarang maklumat yang dikumpul apabila anda melawai laman web kami termasuk peranti mudah alih atau alamat IP computer anda daripada sebarang maklumat yang dikumpul melalui 'cookies' di sesetengah laman web kami. Kami mungkin menggunakan 'cookies'. Untuk beberapa tujuan, termasuk menyimpan pilihan anda terhadap sesetengah jenis maklumat atau produk tertentu, analisis lanjut bagi tujuan menyediakan produk dan perkhidmatan kepada anda, untuk mempertingkatkan produk dan/atau menyesuaikan perkhidmatan kami khusus buat anda. Anda boleh menyelaraskan penetapan pada pelayar dan/atau peranti mudah alih anda supaya anda diberitahu apabila anda menerima 'cookie' atau alat pengesanan lain yang serupa. Sila rujuk kepada dokumen pelayar anda untuk memastikan sama ada alat pengesanan telah dipasang di komputer dan/atau peranti mudah alih anda atau untuk meminta untuk tidak menerima 'cookie' atau melumpuhkan 'cookie' jika anda tidak mahu maklumat anda dikumpul melalui penggunaan 'cookie'.

Penggunaan dan Pendedahan Maklumat

Kami boleh menggunakan, memproses dan/ atau mendedahkan Data Peribadi anda bagi tujuan yang berikut di dalam dan/ atau di luar Malaysia ("Tujuan"):

- Untuk menilai dan memproses permohonan anda untuk produk dan/ atau perkhidmatan kami;
- Untuk mengurus dan mengekalkan akaun/fasiliti anda dengan kami;
- Untuk mengesahkan kedudukan kewangan anda dan membantu institusi-institusi kewangan lain untuk melakukan pengesanan kredit anda;
- Untuk menilai keperluan kewangan anda;
- Untuk pengesanan jenayah atau fraud, penyasatan, pencegahan, pendakwaan dan pematuhan kepada sekatan-sekatan termasuk mengenali pelanggan anda (KYC) dan pemeriksaan biasa orang yang terdedah kepada politik (PEP);
- Untuk memenuhi keperluan proses undang-undang sivil atau jenayah yang sah dan/ atau untuk tujuan mematuhi peraturan dan/atau sebagaimana yang dikehendaki oleh undang-undang dan peraturan (termasuk ahli-ahli negeri Kesatuan Eropah);
- Untuk tujuan pengutipan hutang dan penguatkuasaan tanggungjawab anda kepada kami;
- Untuk tujuan penyelidikan pasaran, analisis statistik dan kaji-selidik untuk tujuan menambah baik produk dan perkhidmatan kami;
- Untuk menyediakan anda dengan maklumat mengenai produk dan perkhidmatan kami serta pihak ketiga yang mungkin menarik minat anda;
- Untuk membandingkan maklumat/ data untuk memastikan ketepatan, dan menentukannya dengan pihak ketiga;
- Untuk penyelidikan, mereka bentuk dan memperbaiki produk dan perkhidmatan kami, proses perniagaan dan operasi;
- Untuk menyokong pengawasan, perancangan dan membuat keputusan dari segi perniagaan, kewangan and risiko;
- Untuk membalas aduan dan pertanyaan;
- Untuk tujuan audit, pematuhan dan pengurusan risiko;
- Untuk memindahkan atau memberikan hak, kepentingan dan kewajipan kami di mana-mana perjanjian anda dengan kami;
- Untuk tujuan penyumberan luar perniagaan dan operasi bilik belakang Rakuten Trade Sdn. Bhd.;
- Untuk tujuan keselamatan terutama berkenaan Data Peribadi yang dikumpul daripada pengawasan keselamatan;
- Untuk memindahkan Data Peribadi anda kepada bidang kuasa asing bagi membolehkan apa-apa urus niaga silang sempadan, untuk melaksanakan kontrak, untuk tujuan prosiding undang-undang, apabila mendapat permohonan secara bertulis daripada badan kawal atur asing atau pihak berkuasa kerajaan, untuk melindungi kepentingan anda atau apabila dikehendaki oleh kepentingan awam untuk berbuat demikian; dan/ atau
- Bagi apa-apa tujuan lain yang dikehendaki atau dibenarkan oleh mana-mana undang-undang, peraturan, perintah dan/ atau garis panduan.

Pendedahan Data Peribadi anda mungkin melibatkan pemindahan Data Peribadi anda ke tempat di luar Malaysia, dan dengan memberikan Data Peribadi anda kepada kami, anda bersetuju dengan pemindahan tersebut yang diperlukan untuk menyediakan perkhidmatan yang anda minta dan untuk pelaksanaan apa-apa obligasi kontrak anda dengan Rakuten Trade Sdn. Bhd. , termasuk untuk tujuan penyimpanan.

Pada masa hadapan, kami berkemungkinan akan bergabung dengan, atau diperoleh oleh, syarikat lain. Jika perolehan sedemikian berlaku, anda membenarkan syarikat pengganti mengakses data yang disenggarakan oleh kami, termasuklah maklumat akaun, dan syarikat pengganti itu akan terus terikat oleh Notis PDP ini melainkan dan sehinggalah Notis PDP ini dipinda.

Anda mungkin juga memberikan maklumat peribadi dan kewangan yang berkaitan dengan orang lain (termasuk tetapi tidak terhad kepada pemohon bersama, pasangan, pihak-pihak berkaitan dan/atau orang hubungan kecemasan) untuk Tujuan tersebut dalam keadaan tertentu. Dalam kes sedemikian, anda menyatakan dan menjamin bahawa anda telah mendapat atau mempunyai keizinan mereka atau anda berhak untuk memberikan maklumat mereka kepada kami. Di mana Data Peribadi telah diberikan kepada entiti Bursa (termasuk Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, dan Bursa Malaysia Derivatives Berhad) (secara kolektif dipanggil, "Bursa") untuk mana-mana Tujuan, termasuk tujuan mana-mana undang-undang dan pengawalselia, anda mengizinkan pemprosesan Data Peribadi oleh Bursa mengikut terma-terma notis data peribadi Bursa sepertimana disediakan di www.bursamalaysia.com.

Pendedahan Data Peribadi anda

Data Peribadi anda akan disimpan dengan selamat dengan kami. Walaubagaimanapun, untuk menyediakan produk dan perkhidmatan yang efektif dan berterusan, kami mungkin dikehendaki untuk mendedahkan Data Peribadi anda kepada pihak-pihak berikut, tertakluk kepada mana-mana undang-undang, peraturan dan garis panduan:

- agen-agen serta ahli-ahli gabungan atau sekutu Rakuten Trade Sdn. Bhd.;
- penasihat profesional, kontraktor-kontraktor, pembekal perkhidmatan, agensi kutipan hutang dan agen-agen lain yang mana mempunyai perjanjian kontrak dengan kami berkenaan sesuatu fungsi dan perkhidmatan termasuk dan tidak terhad kepada Kenanga Investment Bank Berhad;
- agensi referensi kredit, agensi penarafan, penanggung insurans atau broker insurans;
- pembekal perkhidmatan kewangan berkenaan dengan produk dan perkhidmatan yang dilanggan oleh anda;
- mana-mana penggabung atau penerima hak atau penerima pindahan (termasuk bakal penggabung/ penerima hak/penerima pindahan) terhadap hak-hak dan/ atau kewajipan kami di bawah mana-mana transaksi di antara anda and kami;
- mana-mana penjamin atau pemberi sekuriti/jaminan untuk produk dan/ atau perkhidmatan yang disediakan oleh kami kepada anda;
- mana-mana pihak berkuasa atau pengawal selia, termasuk pengawal selia bidang asing bagi melaksanakan fungsi-fungsi masing-masing, atau pihak-pihak di mana pendedahan diperlukan oleh undang-undang atau kerajaan, kuasi-kerajaan, pentadbiran, mahkamah atau tribunal;
- rakan strategic/ niaga dengan mana kami mempunyai hubungan bagi sesuatu produk dan perkhidmatan tertentu;
- mana-mana pihak yang berkaitan dengan penguatkuasaan atau pemeliharaan mana-mana hak kami di bawah perjanjian anda dengan kami; dan/ atau
- mana-mana pihak yang diberi kuasa oleh anda dan/atau diberi kebenaran oleh anda.

Mengakses/Membetul/Mengemaskini Maklumat

Anda berhak untuk menyemak semula rekod Data Peribadi yang telah dikumpulkan oleh kami mengenai anda dan meminta Data Peribadi itu untuk dibetulkan. Jika terdapat apa-apa perubahan pada data peribadi anda atau jika anda percaya bahawa data peribadi anda yang kami pegang adalah tidak tepat, tidak lengkap, mengelirukan atau bukan yang terkini, , silalah menulis surat kepada Pegawai Data kami dengan menyatakan butiran seperti yang diminta oleh anda, nama dan nombor Kad Pengenalan/ Pasport, atau anda boleh membuat permohonan kepada kami melalui Borang Permohonan Akses/Kemaskini/Pembetulan Data [Data Access/Update/Correction Request Form]. Bayaran mungkin dikenakan untuk perkhidmatan ini. Kami akan membetulkan atau mengemas kini maklumat/ data tersebut secepat mungkin. Pegawai Data boleh meminta maklumat atau dokumen daripada anda untuk pengesahan orang yang membuat permohonan dan apa-apa maklumat yang berkaitan dengan pembetulan/ pengemaskinian yang diminta untuk dibuat itu.

Pembuangan dan Sekatan terhadap pemprosesan

Kami membenarkan anda untuk mengeluarkan sendiri apa-apa maklumat anda (kecuali maklumat yang perlu disimpan oleh kami bagi mematuhi keperluan undang-undang dan peraturan, tujuan penympnan, atau jika ada alasan yang sah di bawah undang-undang seperti tuntutan undang-undang etc) daripada pangkalan data kami atau meminta kami untuk menghentikan daripada memproses semua atau sebahagian daripada Data Peribadi dengan menyerahkan pemberitahuan bertulis yang dialamatkan kepada Pegawai Data kami. Kami akan mengambil jumlah masa yang munasabah untuk memproses notis tersebut. Sila ambil perhatian bahawa selepas memadamkan Data Peribadi anda, kemungkinan kami tidak boleh menyediakan perkhidmatan yang sama tahap kepada anda kerana kami tidak menyedari akan pilihan anda.

Dalam keadaan seperti ini, kami berhak untuk mengambil langkah-langkah tertentu sekiranya kami berpandangan dengan berbuat demikian, tidak membolehkan kami membekalkan produk dan perkhidmatannya atau melaksanakan tanggungjawab kami dengan memuaskan. . Ini termasuklah hak kami untuk menolak untuk memberikan atau berhenti memberikan apa-apa kemudahan, produk atau perkhidmatan kami kepada anda.

Di mana anda telah meminta kami untuk memadamkan Data Peribadi anda yang telah disebarluaskan ke domain awam dan anda mempunyai alasan yang sah untuk pepadaman tersebut, kami akan menggunakan cara-cara yang munasabah dan kos efektif untuk memberitahu pihak-pihak lain yang memaparkan Data Peribadi anda atau menyediakan pautan terhadap Data Peribadi anda untuk memadamkan Data Peribadi anda juga.

Mudah Alih

Anda mempunyai hak untuk menerima Data Peribadi yang telah anda berikan kepada kami dalam format berstruktur, biasa digunakan dan boleh dibaca oleh mesin, dan hak untuk meminta kami supaya menghantar Data Peribadi tersebut kepada pihak yang lain.

Sekiranya anda ingin kami menghantar Data Peribadi anda kepada pihak yang lain, kami hanya boleh berbuat demikian di mana penghantaran tersebut boleh dilaksanakan secara teknikal. Kami tidak bertanggungjawab terhadap keselamatan Data Peribadi anda atau pemprosesan selepas diterima oleh pihak ketiga. Kami juga tidak boleh menyediakan Data Peribadi sekiranya penyediaan tersebut boleh menjejaskan hak pihak lain (e.g. di mana penyediaan Data Peribadi anda yang kami pegang boleh mendedahkan maklumat tentang pihak lain).

Pemprofilan

Kami memproses beberapa Data Peribadi anda secara automatic dengan matlamat untuk menilai aspek peribadi tertentu (profil). Sebagai contohnya, kami menggunakan profil untuk keperluan undang-undang dan pengawalseliaan tertentu, untuk menghapuskan perubahan wang haram, pembiayaan keganasan, penipuan, penilaian risiko dan kesalahan yang membawa bahaya kepada harta.

Pertanyaan dan Aduan

Apa-apa pertanyaan, permintaan, kebimbangan atau aduan berkaitan dengan penggunaan Data Peribadi, pembuangan apa-apa senarai mel atau apa-apa perkara di dalam ini boleh diajukan kepada orang hubungan yang berkaitan seperti di bawah:

Pegawai Data
Rakuten Trade Sdn. Bhd.
Level 7, Kenanga Tower
No. 237 Jalan Tun Razak
50400 Kuala Lumpur
Tel: +603 2110 7188
Email: customerservice@rakutentrade.my

Apabila memohon untuk menggunakan atau untuk terus menggunakan perkhidmatan kami, anda adalah disifatkan sebagai telah bersetuju dengan terma Notis PDP ini. Jika anda tidak mengizinkan kepada terma di sini, sila hubungi kami melalui maklumat perhubungan yang disediakan di atas.

Elektronik Perkhidmatan

Anda dengan ini membenarkan penghantaran Data Peribadi secara elektronik melalui Elektronik Perkhidmatan kami, dengan kebenaran tersebut hendaklah berkuat kuasa sepanjang tempoh anda mengakses dan/ atau menggunakan Elektronik Perkhidmatan.

Perubahan Notis PDP Kami

Sila ambil perhatian bahawa kami boleh mengemaskinikan Notis PDP ini pada bila-bila masa melalui penyiaran pada laman sesawang kami. Anda dinasihatkan untuk melihat laman sesawang kami dari semasa ke semasa bagi apa-apa kemas kini atau versi terbaharu Notis PDP kami. Penggunaan perkhidmatan kami secara berterusan oleh anda hendaklah disifatkan sebagai penerimaan terhadap apa-apa kemas kini, semakan atau pindaan yang dilakukan pada Notis PDP kami.

Notis PDP ini telah dikemaskinikan terakhir pada Ogos 2018.

Penggunaan Bahasa

Notis ini dikeluarkan dalam kedua-dua Bahasa Inggeris dan Bahasa Melayu. Sekiranya berlaku apa-apa percanggahan di antara dua versi, versi Bahasa Inggeris akan diguna pakai.

Kebeneran dan Pengakuan

Dengan memberikan kami Data Peribadi anda, anda telah memberi kebenaran kepada kami untuk menggunakan, memproses dan mendedahkan Data Peribadi anda berdasarkan Notis PDP ini.

Jika anda adalah badan korporat (bukan individu)

Sekiranya anda telah memberi/mendedahkan Data Peribadi berkaitan dengan pihak ketiga termasuk tetapi tidak terhad kepada pengarah-pengarah, pemegang-pemegang saham individu, pekerja-pekerja, penandatanganan yang diberi kuasa, agen-agen, wakil atau mana-mana pihak lain yang berkaitan, anda menyatakan dan memberi jaminan kepada kami bahawa anda telah mendapatkan persetujuan dari pihak ketiga tersebut dan anda berhak untuk memberikan Data Peribadi pihak ketiga tersebut kepada kami bagi tujuan penggunaan kami, pemprosesan atau pendedahan berdasarkan Notis PDP ini.

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FOREIGN TRADING FACILITY SUPPLEMENTAL TERMS & CONDITIONS

This Supplemental Terms and Conditions shall be read together with and is supplemental to the Client's Account (s) General Terms and Conditions Except where the context otherwise requires or unless this Supplemental Terms and Conditions otherwise provides, all words, names and expressions defined in the Terms when used or referred to in this Supplemental Terms and Conditions shall have the same meaning as that provided in the Client's Account(s) General Terms and Conditions. Please note that capitalised terms may be a defined term. Please refer to **Appendix A** for the definitions.

1. **FOREIGN TRADING FACILITY (FT Facility) RISK DISCLOSURE STATEMENT**

1.1 Foreign Trading Account(s) enables a Client to trade Foreign Securities through Foreign Exchanges recognized by BMSB. With specific reference to the Foreign Trading Account(s), the terms set out in this Clause 1 (without limitation) shall apply. The Client is reminded that Foreign Trading Account (s) is also governed by foreign laws applicable to the jurisdiction for each relevant foreign counter traded and the laws and rules of any foreign counterpart who enables, facilitates, or provides the Company and/or the Client (either directly or indirectly) the means to trade Foreign Securities. In trading Foreign Securities, the Client accepts that the laws or contractual terms or rules for doing business of each and every relevant clearing agency, settlement system or depository agent (including any entity that acts as a system for the central handling of Foreign Securities in the country where it is incorporated or organized or that acts as an international system for the central handling of Foreign Securities), computerized book-entry and settlement system in any jurisdiction ("Clearing System") shall apply.

1.2 General Risk Disclosure Statement - This disclosure cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in cross border trades. Engaging in these types of transactions can carry further and other risks than those normally associated with Securities trading. The Client should not engage in this form of trading unless the Client understands the nature of the transaction the Client is entering into and the true extent of the Client's exposure to the risks of loss. Without limitation the Client's profit or loss will vary according to the extent of the fluctuations in the price of the underlying markets and any applicable exchange rates.

1.3 Leveraged and Inverse Exchange Traded Fund (ETF) Risk Disclosure Statement
This disclosure to the Client is furnished in order to provide additional information regarding the characteristics and risks associated with leveraged and inverse exchange traded funds ("ETF"). In addition to providing the disclosures below, the Company strongly encourages the Client to carefully review the specific ETF's prospectus and other offering documents before investing in the ETF to understand its unique features, risks, fees and tax treatment.

Leveraged Exchange Traded Fund (ETF)

Leveraged ETFs seek to provide leveraged returns at multiples of the underlying benchmark or index they track. Leveraged ETFs generally, seek to provide a multiple (i.e 200%, 300%) of the daily return of an index or other benchmark for a single day excluding fees and other expenses. In addition to using leverage, these exchange traded funds (ETFs) often use derivative products such as swaps, options and futures contracts to accomplish their objectives. The use of leverage as well as derivative instruments can cause leveraged Exchange Traded Fund (ETFs) to be more volatile and subject to extreme price movements.

Inverse Exchange Traded Fund (ETF)

Inverse ETFs, which are sometimes referred to as "short" exchange traded fund (ETF), seek to provide the opposite of the single day performance of the index or benchmark they track. Inverse ETFs are often marketed as a way to profit from, or hedge exposure to, downward moving markets. Some inverse ETFs also use leverage, such that they seek to achieve a return that is a multiple of the opposite performance of the underlying index or benchmark (i.e -200%, -300%). In addition to leverage, these ETFs may also use derivative instruments to accomplish their objectives. As such, inverse ETFs are volatile and provide the potential for significant losses.

1.4 For many members of the public, these transactions are not suitable, the Client should consider carefully whether such transactions are suitable for the Client in the light of the Client's financial resources and circumstances. In considering whether to engage in this form of trading, the Client should be aware of the following:-

- 1.4.1 trading with Foreign Exchanges will involve different risks from trading on BMSB. In some cases, risks will be greater. The potential for profit or loss from transactions with Foreign Exchanges or in foreign currency denominated markets will also be affected by fluctuations in foreign exchange rates;
- 1.4.2 prior to placing trades, the Client should ensure that the Client understands all charges for which the Client may be liable and the trade and settlement rules for each applicable jurisdiction/Foreign Exchanges or bourse which the Client intends to trade in/on;
- 1.4.3 under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example at times of rapid price movement or if the price rises or falls in one trading sessions to such an extent that trading is restricted or suspended;
- 1.4.4 the different time zones, applicable trading hours and public days-off

1.5 Right of Set-Off - Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at such foreign exchange rate(s) as shall be exclusively determined by the Company.

1.6 Advice & Recommendation - The Client may from time to time be provided with and/or given access to FT Documents. Such FT Documents are merely additional benefits provided by the Company to the Client. The Client is advised to seek professional advice before relying on any FT Documents. The Company shall not be liable for any information, views or opinions expressed or stated in the FT Documents nor shall the Company be liable for any errors, factual or otherwise contained in FT Documents.

1.7 The Client acknowledges and agrees that such FT Documents and Electronic Services provided by the Company shall not be construed as nor constitute an offer to sell or buy or an attempt to solicit the Client to trade in capital market products whether listed on BMSB or on any other Foreign Exchanges.

1.8 The Client acknowledges and agrees that at all material time:-

- 1.8.1 while the FT Documents are based on information obtained from sources that the Company believes to be reliable, the Company does not guarantee the accuracy and completeness of the FT Documents;

- 1.8.2 the FT Documents and Electronic Services were prepared without regard to any individual client or classes of client in mind or reference to clients' investment objectives, the FT Documents shall be treated as general views and mere options only and are not suitable for reliance being placed by the Client without independent verification and separate assessment taking into account the Client's own individual risk appetite, investment aims and financial circumstances;
- 1.8.3 the Company is entitled to change any views or opinions expressed via the FT Documents without notice to the Client;
- 1.8.4 the Company shall not be liable for any decision or ruling made by any Foreign Exchanges or regulatory authority
- 1.8.5 all instructions submitted to the Company shall be irrevocable and binding upon the Client and the Company shall act in accordance to the Terms on orders and instructions in addition to the Supplemental Terms and Conditions;
- 1.8.6 the Electronic Services are inherently vulnerable to disruption, delay or failure and such facilities and systems may be unavailable to the Client as a result of unforeseeable events. The Company shall not be liable for any losses or damages (whether direct or indirect) arising from any failure, interruption, omission or delay in transmission or wrongful interception of any order or instruction through any electronic device, equipment or system.;
- 1.8.7 the Company has the right to nullify, rescind, limit, or reject any order or transaction in its sole discretion including but not limited to in response to a potentially fraudulent, illegal or otherwise improper activity;
- 1.8.8 the Client consents for the disclosure of Client's information to the Foreign Exchange and applicable authorities and/or regulators, or pursuant to a subpoena, or order of court and/or pursuant to any law;
- 1.8.9 it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to cancel or modify. The Client understands and agrees that, if an order cannot be cancelled or modified, the Clients are bound by any execution of the original order and the Company and the executing brokers shall not be liable to the Client.
- 1.9 The Company makes no specific recommendation, advice, or representation that the FT Documents and Electronic Services are suitable for the Client's particular investment objectives, financial background and other particular needs. The Client acknowledges that the Client shall not in any event rely on the FT Documents and Electronic Services or any advice made by the Company, its employees, CMSRLH and agents without the Client independently verifying the same and/or obtaining independent professional advice and determining that the same is appropriate and suitable for the Client to rely on.
- 1.10 In the event, the Client relies on such FT Documents and Electronic Services and as a result of which suffers or incurs losses or damages, the Client agrees that it shall not hold the Company, its employees, CMSRLH and agents liable for any losses and damages suffered by the Client in relation thereto.
- Relationship of the Company /CMSRLH with the Client- Dealing in Foreign Jurisdiction**
- 1.11 Notwithstanding that the Company may as between itself and a third party be effecting transactions for and on behalf of the Client, as between the Company and the Client, the Client shall be deemed to be and is transacting as sole principal. The Client acknowledges, undertakes, and agrees to be always primarily liable for such transactions.
- 1.12 Unless the Client has a specific agreement with the Company for the provision of advisory services the Company shall not provide any advisory services for Foreign Securities. In either case, while the Client is entitled to expect the Company or its employees or representatives to answer the Client's queries, the obligation in so answering is only to be honest. Such answers should not be assumed to be backed by any prior reasonable due diligence or research or specifically suitable for reliance by the Client without the Client first independently confirming that the answer is suitable for or to the Client's specific financial needs and objectives and the Client verifying the same with its independent advisers on its specific suitability for the Client's specific financial needs and objectives.
- 1.13 The Client acknowledges and agrees that it is a material part of the Client being allowed to open and maintain an account with the Company that the Client agrees that while the Client has the option to decide whether the Client wishes to provide the Company with the information and answers, as the Company requests of the Client in the Client Investment Profile and/or such as the Company may ask the Client from time to time as are reasonably relevant in the circumstances, the Client has the obligation if the Client chooses to do so to provide the Company answers in full and not in part. The Client therefore agrees that the partial or incomplete provision of information and the answers may be disregarded by the Company and the Client may be treated as having refused and provided no answers or information. Where the Client has provided the Company full information and answers, it shall also be the Client's obligation to keep such information current and accurate, failing which the Company is entitled to assume that the information and answers provided remain complete and accurate.
- 1.14 Where the Client has failed or refused or deemed to have failed or refused to provide the Company with any information or answers as requested, then the Client will also be taken as having acknowledged (and the Company will be regarded as materially relying on the Client having acknowledged) that the Company cannot identify with any certainty the Client's investment objectives, financial circumstances and particular needs and therefore the Client agrees that any advice or recommendation (if applicable) provided in respect to the Client's Account with the Company by any of the Company's CMSRLH or officers shall be treated as at best only as general advice or recommendation (if applicable) and it is acknowledged and agreed that such advice does not take into account and may not be suitable for the Client's investment objectives, financial situation and particular needs.
- 1.15 No CMSRLH has any authority to give any advice or make any recommendation on the Company's behalf or on the Company's account unless specifically authorized to do so by a duly authorized officer of the Company and notified to the Client. In any other case, if the CMSRLH gives any advice or recommendation to the Client, it must be assumed and accepted as having given the same without authority from the Company in his own personal capacity.
- 1.16 No CMSRLH may waive or vary any of the Company's rights under these Terms nor may the CMSRLH accept any liability on behalf of the Company.
- 1.17 The Client acknowledges and agrees that where the Company uses another broker to execute and/or clear the Client's orders, the Company may have to accept sole and principal responsibility to the broker for the executed order (notwithstanding that as between the Client and the Company, the Company is in fact the agent of the Client in respect of the executed orders). Accordingly, the Client shall indemnify the Company against any and all actions which the Company deems in good faith necessary to ensure that the Company will not be in default of its said principal obligation or responsibility. The foregoing right of the Company will apply even though as between the Company and the Client, the Client may be in actual or anticipatory default. The foregoing indemnity in favour of the Company is in addition to any other right that the Company may have (whether expressly provided as between the parties or implied by law).
- 1.18 In view of the fact that the Company may have accepted principal responsibility and/or liability to another broker, the Client also acknowledges and consents to the fact that any Securities or commodities which (as between the Company and the Client) are to

be regarded as purchased by the Client may or will be regarded by any and/or every broker as being the Securities or commodities purchased by the Company itself. This may in some instances result in prejudice to the Client. For example, in certain circumstances, the Client's Securities, commodities or properties may be used to satisfy obligations of the Company as principal or other customers of the Company. The Client accepts that this is a necessary risk of dealing through intermediaries in such jurisdictions.

Bank Negara Malaysia ("BNM") Requirements

- 1.19 The Client hereby acknowledges and understands that for the purpose of trading in Foreign Securities on a Foreign Exchange (including Clients who trade on or through more than one (1) Foreign Exchange) the Client is required to comply and observe strictly (whichever applicable) with all applicable Laws and Rules imposed by BNM including "exchange control notices" as issued from time to time by BNM and any such variations, supplements and/or amendments thereto.
- 1.20 The Client understands that it is the Client's responsibility to submit the Client's details of its foreign investments to BNM as prescribed by the Notice on Foreign Exchange Administration Rules of BNM and the Client duly undertakes to do so, if applicable.
- 1.21 The Client also covenants that the Client shall not exceed the applicable thresholds for foreign investments/remittance as stipulated by BNM or the Applicable Law.
- 1.22 It is the Client's sole responsibility and obligation to notify the Company within seven (7) days in writing should the Client be in breach of Clause 1.19, 1.20 or 1.21 above. The obligation to notify the Company is immediate where the Client is in breach of the Applicable Law.
- 1.23 General Security - The Company shall at all times have a general lien over any and all Foreign Securities (regardless of whether paid or unpaid Foreign Securities by the Client) deposited, maintained, receivable, held for or on behalf of or subject to the control of the Company as Collateral for any outstanding obligation due or owing by the Client to the Company in connection and arising out of the Terms and/or the FT Documents. The Company may at any time at its sole and absolute discretion without notice to the Client exercise this lien by effecting a sell-out of any or all of such Foreign Securities. The net proceeds shall be applied towards the settlement or discharge of the Client's obligation in connection with and/or arising out of the Terms and/or the FT Facility.

This brief statement cannot disclose all the risks associated with foreign trading and the Client is advised to obtain independent professional advice before investing in any foreign trades.

2. SPECIFIC TERMS - FOREIGN MARKET DATA ("FMD")

- 2.1 Foreign Market Data - The Client hereby confirms that the Client will read and understand the specific terms and conditions set out in the Rakuten Trade Website (for the use of or reference to FMD) and the Client hereby agrees to comply with and be bound by the same prior to referring or utilizing any FMD. The terms and conditions for use or access to the FMD may be amended, varied, or supplemented from time to time. Such amendments, variations and supplements shall be posted from time to time on the Rakuten Trade Website. The Client is advised to read the terms and conditions carefully before each use. One or more Market Data Providers may from time to time require the Client to agree to certain additional terms and conditions relating to the use of Foreign Market Data. The Client agrees that the provision of the FT Facility and the FMD at all times is subject to the Client's acceptance of the terms and conditions set out in the Rakuten Trade Website and any amended, varied or supplemented terms thereto. The Client's usage or access and continued use and access of the FT Facility and/or the FMD shall be deemed as acceptance of all the prevailing terms in the Rakuten Trade Website for the use and access of the FMD (as amended, varied, or supplemented from time to time).
- 2.2 The Client hereby agrees and understands that in dealing with FMD, the Client is aware that in some instances, the FMD is received by the Company from or through third party. The Client shall not modify, reproduce, retransmit, disseminate, sell, redistribute, publish, broadcast, circulate or commercially exploit the FMD in any manner whatsoever. The Client hereby agrees to indemnify the Company and the relevant third parties against any losses suffered by the Company or the relevant third parties which may arise out of the Client's misuse of the FMD or breach of any other terms and conditions governing the use and receipt of the FMD. The Client further acknowledges that all Intellectual Property in the FMD shall not pass to the Client.
- 2.3 Regardless of any other provision of the Terms contained herein or the terms and conditions governing the FMD as set out in the Rakuten Trade Website, the Company has the right to terminate, suspend or withdraw at any time (with or without cause or prior notice) the provision of the FMD in whole or part, or to change the nature, composition, or availability of any part of the FMD.

3. FOREIGN CURRENCY

Cash and Portfolio Management Terms

- 3.1 The Client is allowed to convert Ringgit Malaysia (RM) to Foreign Currency based on the Company's prevailing rate. Upon successful conversion, the Client shall receive an email notification from the Company.
- 3.2 The Client shall bear the risk and expenses associated with the conversion from Ringgit Malaysia (RM) to the Foreign Currency of the traded Foreign Securities. The rate of conversion of any Foreign Currency shall be at the Company's prescribed rates and non-negotiable.
- 3.3 The Client is not entitled to earn any interest in the Foreign Currency since all the deposit and withdrawal transactions in the trust account is denominated in Ringgit Malaysia (RM).
- 3.4 The Company shall have no responsibility for any diminution in value due to taxes or depreciation in the value of the funds, Foreign Exchange losses or for the unavailability of such funds due to whatsoever reasons beyond the Company's control.

Net Settlement Terms

- 3.5 The Client is allowed to perform settlement of Foreign Securities (buying or selling) in Foreign Currency and shall bear the risk and expenses (including fees, charges, and taxes) through the Client's trust account.
- 3.6 It is the Client's duty to confirm with the Company and to accept the prevailing settlement terms for Foreign Securities which may vary from time to time depending on business requirements.
- 3.7 The acceptable Foreign Currency may vary from time to time. It is the Client's duty to confirm with the Company if a particular currency shall be accepted by the Company for any particular settlement/transaction.
- 3.8 The Company is not obliged to credit or debit the Client's trust account in Foreign Currency before receipt by the Company of a corresponding amount in cleared funds.
- 3.9 The Client shall choose either Ringgit Malaysia (RM) or Foreign Currency to buy or sell the Foreign Securities (per contract note) however not both.
- 3.10 For a Buy and Sell Order, the Client shall ensure that sufficient amount of cleared funds to settle the Buy or Sell Order (including all fees, charges and taxes) are remitted into the Client's trust account and where applicable, converted into the Foreign Currency where relevant and applicable.
- 3.11 Withdrawal of Client's trust account monies in Foreign Currency is not allowed. Any amount in Foreign Currency shall be converted to Ringgit Malaysia prior to any withdrawal of funds by the Client from the Client's trust account.

APPENDIX A

"FT Documents"	means any market data reports, research, summaries, analysis or any other documents of similar nature issued by the Company and/or its agents (whether in oral or written form) in relation to foreign trading;
"Foreign Currency"	refers to other denominated currency value other than Ringgit Malaysia (RM) acceptable by the Company.

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Terms of Use

By accessing this Rakuten Trade's website and the products, services, information, material, and notices contained herein, the Client hereby acknowledges that the Client has received and understood these Terms of Use and all other terms and conditions and Disclosure Notice. Foreign Trading is also governed by foreign laws applicable to the relevant jurisdictions, and the laws and rules of any foreign counterpart who enables, facilitates, or provides the Client (direct or via Rakuten Trade) the means to trade in foreign securities. By trading and continue to trade in Foreign Trading, the Client is bound by such foreign laws and rules in respect of your trading.

U.S Market

For Foreign Trading in the U.S Market, **Rakuten Trade (RT)** has collaborated with **Interactive Brokers LLC (IBKR)** and opted for **IBKR's Order Routing System** in respect of the dealings with order by clients.

Generally, IBKR provides two (2) different account of IBKR's Order Routing System:

(1) IBKR-PRO; and (2) IBKR-LITE.

For more information about the IBKR-PRO and IBKR-LITE offerings, please visit the IBKR website.

RT will be using IBKR-LITE under IBKR's Order Routing System. It is important that you read, understand, and assess whether the IBKR-LITE offering fits your own trading objectives and goals. Below are the basic information regarding IBKR-LITE and are not meant to be exhaustive. While the information herein regarding IBKR-LITE is obtained from sources that RT believes to be reliable, RT does not guarantee the accuracy and completeness of such information.

Please refer to the detailed features and information as set forth in the IBKR website (Please note that the information in the IBKR website hyperlinked here and in any part of these Terms are to be read subject to the non-availability of the features described herein, and to the extent applicable to the product being offered under your account). [IBKR Lite | Interactive Brokers LLC](#)

IBKR-LITE

By using IBKR-LITE, the Client will be charged zero commission for National Market System (NMS) stock orders (subject to paragraph* below) and ETF orders. IBKR-LITE orders are generally routed to select over-the-counter market-makers ("Market Makers") for handling [\[Commissions | Interactive Brokers LLC\]](#). IBKR's agreements with the Market Makers provide IBKR payment for order flow from each Market Maker for trades executed with that Market Maker.

(* IBKR-LITE National Market System (NMS) stock orders that execute at the open or at the close ("OnOpen" or "OnClose" orders respectively) are commission-free in any given month so long as the accounts aggregate OnOpen and OnClose executed order volume in that month does not exceed a certain percentage of the account's aggregate US stock trading volume in that same month.)

IBKR may also route IBKR-LITE orders to another broker, Alternative Trading System ("ATS") or exchange (each an "Away Route"), in which case IBKR may collect payment for order flow for trades executed at or through that Away Route.

By using the IBKR-LITE service, the Client authorises IBKR to receive and retain such payments from Market Maker and Away Routes, in whole or in part, for IBKR's own account and not that of the Client, in consideration for services provided by IBKR to the Client.

In the event IBKR is experiencing technical issues with its connections to all of its Market Makers at the time that an order in National Market System (NMS) stock is to be routed for an IBKR-LITE client or any other unavoidable circumstances, IBKR may route the order using its SmartRouting functionality.

For avoidance of doubt, any reference to IBKR SmartRouting is pertaining to IBKR-PRO activity, and any reference to IBKR submitting orders to market makers for execution is pertaining to IBKR-LITE activity.

For details, please see the IBKR quarterly order routing report at the IBKR website [Interactive Brokers Rule 606a Quarterly Broker-Dealer Order Routing Report | Interactive Brokers LLC](#).

Please take note that for IBKR LITE, the features of 'Market Order', 'Stop Order', 'Fill or Kill', and 'All or None' are not available in the offering for Rakuten Trade. The functions are limited to Cash Upfront account features with exceptions to Market Order.

Fractional Shares Trading

Rakuten Trade allows the Client to trade certain US stocks and ETFs (where available) in fractional shares rather than whole shares quantities depending on IBKR order routing system, and subject to IBKR terms and [Fractional Shares Trading Disclosure](#).

Be advised that the fractional tradeable share list is subject to change tentatively at every quarter. Once a share is no longer available for fractional share trading, you will not be able to buy it in fractions and the fractional portion that you own will be sold/ liquidated on your behalf.

FEES AND REBATES PER VENUE

The quarterly order routing report lists the monthly net aggregate amounts of any payment for order flow, payment from profit sharing and transaction fees or rebates relative to the relationship between IBKR and market centres and/or Market Makers that executed a significant percentage of non-directed orders in Regulation NMS stocks and ETFs sent to those market centres or Market Makers by IBKR during the prior quarter.

DISCLOSURE NOTICE

Rakuten Trade's website may include disclosure as to statements relating to the orders and instructions, limits & restrictions, risk disclosure statements and others additional information with regard to order routing. Please take note that all these statements are not exhaustive. You may always refer to the information set forth in the IBKR Order Routing and Payment For Order Flow Disclosure at IBKR website [Order Routing and Payment Disclosure.formSampleView \(interactivebrokers.com\)](#) for more details.

Price Capping Control

IBKR maintains controls such as price capping control designed to prevent submitting orders to Market Makers which may create a risk of disruptive trading (ie: the risk of sudden, transient price move). To comply with these expectations, IBKR implements various price filters on customer orders. Those price filters may, in certain circumstances, price cap customer orders in order to avoid market disruption, and those price caps will generally be in a % range from a reference price range calculated by IBKR (depending, among others, the type of instruments and the current price).

Please take note that you may not be able to obtain the order price if it is above or below certain level (illustration on price capping flow is stated as below for your understanding). Order Cancellation due to customer selected an order price that is above, below, or out of the acceptable tolerance range of (buy / sell price %)

Scenario	Stock	Action	Market Price (\$)	Buy / Sell Price (\$)	Order Type	Order Status	Order Status Message
A	SIRI	BUY	6.45	7.75	Limit	CANCELED	The order has been cancelled. We cannot accept an order at the limit price you selected. Please place your order using a limit price that is closer to the current market price of \$6.45
B	SIRI	BUY	6.45	6.90	Limit	MATCHED	The order has been matched with limit price that is closer to the current market price. The order is filled at \$6.45
C	SIRI	SELL	6.44 – 6.45	5.15	Limit	CANCELED	The order has been cancelled. We cannot accept an order at the limit price you selected. Please place your order using a limit price that is closer to the current market price of \$6.44
D	SIRI	SELL	6.44 – 6.45	6.40	Limit	MATCHED	The order has been matched with limit price that is closer to the current market price. The order is filled at \$6.44

Although the price caps are intended to balance the objectives of trade certainty and minimized price risk, a trade may be delayed or may not take place as a result of price capping. More information is available in the IBKR's website at [Disclosure Regarding Interactive Brokers Price Cap Notices | IB Knowledge Base \(ibkr.info\)](#).

QUARTERLY ORDER ROUTING REPORTS AND OTHER ORDER ROUTING INFORMATION AVAILABLE UPON REQUEST/ORDER ROUTING INFORMATION FOR PARTICULAR TYPES OF SECURITIES

US Securities Exchange Commission Rules require all brokerage firms to make publicly available quarterly reports describing their order routing practices. IBKR's quarterly order routing reports are available on the IBKR website [Interactive Brokers Rule 606a Quarterly Broker-Dealer Order Routing Report | Interactive Brokers LLC](#).

In addition to the basic quarterly reports, under Rule 606 of SEC Regulation NMS, a broker-dealer is also required upon a client's request to provide information regarding the identity of the market centre to which the client's orders were routed in the six months prior to the request, whether the order was a directed or non-directed order and the time of the transaction, if any, that resulted from such order. **Please contact Rakuten Trade Customer Service (customerservice@rakutentrade.my) in writing through the information on the Rakuten Trade website.**

Besides, in respect of Order Routing information for types of securities, please see the IBKR Rule 606(a) Quarterly Broker-Dealer Order Routing Report page for links to the 606(a) report in XML and PDF formats. In brief, the report provides statistical and other information about orders that are sent through IBKR's Smart Routing systems or routed to select Market Makers for the following types of securities: S&P 500 stocks (as of the first day of the quarter); Non-S&P 500 Stocks. For further details, please refer to the report.

DATA SUBSCRIPTIONS

Clients who wish to subscribe for the data under the following markets shall be subjected to the following terms of subscription:

CBOE DATA SUBSCRIPTION

- a. the Client shall be bound by the Subscriber Agreement, a copy of which is attached hereto, and the Cboe Global Markets, Inc. Privacy Notice and Policy (located at www.cboe.com/legal/privacy);
- b. Rakuten Trade and the Client (i) is not an agent of Cboe Data Services, LLC; (ii) is not authorized to add to or delete any terms or provisions from the Subscriber Agreement; and (iii) is not authorized to modify any provision of the Subscriber Agreement; and
- c. no provision has been added to or deleted from the Subscriber Agreement and that no modifications have been made to it. The Client hereby warrants that the Client is legally able to undertake the obligations set forth therein and the signatory is duly authorized to bind the Client to the Subscriber Agreement.