

## PACONLINE APPLICATION FORM

Name (Mr / Mrs / Ms / Company) : .....

NRIC/Passport No. (New) .....Co. Reg No. ....

Contact No. : (Home) .....(Office).....(mobile).....

(Facsimile) .....(E-Mail).....

Mother's Maiden Name (For individual Applicants) : .....

Authorised Officer/s (For Corporate Account) : .....

Dealer's Name : .....

How did you come to know about "PacOnline" ? Internet  Remisier/Friend  Flyer/Newspaper  Others(kindly specify).....

## DECLARATION BY APPLICANT

I/We declare that all particulars and information given in this Application Form are true and correct and that I/we have not withheld any material facts or information from you.

I/We have read and understood and agree to be bound by the Terms and Conditions (as amended from time to time) attached to this Application and agree to be bound by it.

In consideration of Inter-Pacific Securities Sdn Bhd ("the Company") extending to me/us the PacOnline Trading services or such other online trading services as may be renamed or replaced thereby, I/we hereby declare that :

- (a) I/We have read and clearly understood the Terms and Conditions for PacOnline Trading services and hereby undertake to abide and comply with all the Terms and Conditions of PacOnline Trading services which the Company may vary from time to time at the Company's absolute discretion.
- (b) I/We understand and agree that all costs and charges incurred by me/us in using PacOnline Trading services shall be borne by me/us and I/we authorise the Company to debit my/our account maintained with the Company.
- (c) I/We agree that the Company reserves the right to reject, withdraw or terminate forthwith without notice my/our application or usage of PacOnline Trading services without assigning any reasons thereto and under no circumstances shall the Company be liable for any loss or damage for such action.

Verified By :

.....  
Signature/Common Seal/Authorised Signatory

Date :

.....  
Name :

NRIC No :

.....  
Date:

**Note : For Corporate applicant, please enclose the extract of the Board resolution approving the application and acceptance for PacOnline Trading.**

## TERMS AND CONDITIONS OF PacOnline TRADING SERVICES

Inter-Pacific Securities Sdn Bhd ("the Company") has introduced a package of electronic investor services known as PacOnline Trading for the trading of shares and stocks ("the Service"), listed on the Bursa Malaysia Securities Berhad ("BMSB") and/ or recognised foreign exchanges for the exclusive use of its clients.

This document and any other Application Form together with terms and conditions applicable thereto for opening of a trading account by the Client and Inter-Pacific Securities Sdn Bhd, such as the Retail Trading Account, Margin Trading Account, PacPower Trading Account and/ or such other trading account(s) as may be introduced by the Company from time to time collectively form the Agreement between the Client and Inter-Pacific Securities Sdn Bhd. This document contains the terms and conditions applicable to the Client's subscription to Inter-Pacific Securities Sdn Bhd's PacOnline Trading services ("the Service").

### 1.0. THE SERVICE

- 1.1. The Company offers Online Electronic Trading System and any other facilities that may be introduced from time to time by the Company and the Client has the option to subscribe to any one or more or any combination of the abovenamed services.
- 1.2. In consideration of the Client paying to the Company the fees pursuant to Clause 10.0 hereof, the Company will provide any or all of the following menu options ("the Service Menu") to the Client depending on the type of service subscribed:-
  - Access to real-time quotes
  - Access to account information
  - Buy or sell securities or to cancel or amend orders
  - Review business done
  - Access to key market indicators
  - Access to general news and all public listed company announcement
  - Access to Company information/reports
- 1.3. Notwithstanding the above and to the Service and the Service Menu in Clause 1.1 and 1.2, the Company may at any time and from time to time, vary or change the list of services and/or the Service Menu mentioned by adding, withdrawing or suspending any of the services or Service Menu in Clause 1.1 and 1.2 without giving any notice thereof to the Client. Any variation or change imposed by the Company pursuant to this provision shall not in any manner affect the other terms and conditions stated herein.

## 2.0. INTER-FACE MODE

- 2.1. The Client agrees to utilise and inter-face with the Service mentioned in Clause 1 above by using one or any of the following modes:
- Touch-tone telephone
  - Modem-equipped terminal or personal computer, or
  - Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its clients.
- 2.2. The Client agrees that should the Client experience any difficulties in using one of the inter-face modes listed in clause 2.1 the Client shall attempt to use alternative modes to communicate with the Company in which case the terms and conditions governing the use of the alternative inter-face mode shall be those embodied in the respective trading account agreement(s) of the Client with the Company.
- 2.3. The Client further agrees that the Company may record telephone calls made to or from the Client, if deemed necessary, to monitor the quality of service and to verify securities transactions and information and that such tape shall be admissible as evidence in a Court of law in the event of dispute between the Client and the Company.

## 3.0. NO GUARANTEE OR WARRANTY

- 3.1. The Client agrees that the data and message (collectively "information") disseminated or provided through the Service or by any independent information providers obtained by the Company through third party sources is believed to be reliable. However, neither the Company nor any of its providers, employees or agents guarantee the correctness, accuracy, completeness, timeliness, or correct sequencing of such information so provided. The Client hereby acknowledges and recognises there may be delays, omissions or inaccuracies in the information provided under the Service and that any reliance by the Client on the said information shall be at the Client's own risk .
- 3.2. The Client agrees that neither the Company nor any of its sources or providers, licensors, employees or agents shall be liable in any way for :
- (a) any inaccuracy, error or delay in or omission of : -
- (i) any such data, information or message or any other aspect of the Service provided
  - (ii) the transmission or delivery of any such data, information or message
- and/or**
- (b) any losses or damages arising from or occasioned by : -
- (i) any such inaccuracy, error or delay in or omission.
  - (ii) non-performance
  - (iii) Interruption of any or information data, or message or any other aspect of the Service due either to any negligent act or omission by the Company or any disseminating party or to any "force majeure" event (including but not limited to flood, adversely inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure or software failure or malfunction) or any other cause beyond the reasonable control of the Company or any disseminating party
- and/or**
- (c) any decision made or action taken by the Client or any other persons whomsoever in reliance upon the data, information or messages disseminated and/or provided by the Service.
- 3.3. The Company does not warrant the merchantability or fitness of the Service or any part thereof for any particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the information furnished under the Service or any other aspect of the Service, including but not limited to data, information, messages or access or the execution of any buy or sell orders and/or the cancellation or amendment of any such orders and the Client further agrees that neither the Company nor any of its information providers, licensors, employees or agents shall be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure of the Company to execute or cancel or amend such orders or by any inaccuracy, error or delay in any data, information or message furnished under the Service.

## 4.0. LIMITATION OF COMPANY'S LIABILITY

- 4.1. In addition to and not in derogation of any other terms of this Terms and Conditions, the Client agrees that neither the Company nor its information providers, licensors, employees or agents in providing the Service, shall not, in any event, be liable to the Client or any other party or parties having access to the Service whether with or without the Company's consent for any direct, consequential, incidental, special or indirect losses or damage (including but not limited to loss of profit, trading losses and damages) which results from any inconvenience, delay or loss of the use of the Service or access to the Client's Account or any of the circumstances enumerated in Clause 8.0 hereof, notwithstanding that the Company had been advised of the possibility of such damages or losses.
- 4.2. The Client further agrees that neither the Company nor its information providers, licensor, employees or agents shall be liable for any loss resulting from a cause over which the Company has not direct control, including but not limited to failure of electronic or mechanical equipment/devices or communication lines, telephones, or other interconnected problems, unauthorised access, theft, operating errors, weather, earthquakes, strikes or other labour problems or other force majeure events.
- 4.3. The Client agrees that the liability of the Company to the Client in any event arising out of any kind of legal claim in whatsoever way connected with the Service and its use or the information provided thereunder not covered in this Terms and Conditions, shall be limited to and will not exceed the monthly fee paid by the Client for the use of the Service under Clause 10.0 hereof.

## 5.0. TRADING ORDERS AND CANCELLATION REQUESTS

- 5.1. The Client agrees that any order(s) received by the Company through the use of the Client's code and Personal Identification Number ("Pin") or Password shall be deemed to have been issued by the Client notwithstanding that such order(s) may have been issued by a third party, whether authorised or otherwise and the Company shall not be obliged to investigate the authenticity or authority thereof.
- 5.2. The Client agrees that the confirmation of the receipt and/or execution of an order initiated by the Client through the Service as reflected in Trade Confirmation View or any other on-screen confirmation shall be binding on the Client and deemed conclusive of : -
- the receipt by the Company of the order; and
  - that the content of such order is as received by the Company; and
  - that such order may be relied and acted on by the Company without further reference to or verification from the Client.
- 5.3. The Client agrees to review the Trade Confirmation View or any other method of on-screen confirmation used by the Service and/or any business done to ascertain that the said order was correctly received by the Service and that a transaction reference number has been duly issued immediately through the Service upon placing an order to buy or sell.
- 5.4. The Client agrees that not all trades will be executed concurrently with the order issued by the Client. The Client further agrees and accepts, without liability of the Company, its employees or agents, that there will be times when a quoted price will change prior to the execution of the trade due to market circumstances.
- 5.5. The Client agrees that a request to cancel an earlier order is not guaranteed by the Company as the earlier order can only be cancelled if the cancellation request is received and effected before the earlier order is executed and that sufficient time has elapsed to effect the countermand order.

## 6.0. LICENSE AND TITLE TO INFORMATION / PROPRIETARY RIGHTS

- 6.1. Subject to this Terms and Conditions, the Company grants to the Client a personal, non-exclusive, non-assignable and non-transferable license to use and display the Service's software or website (whichever is applicable) (hereinafter referred to as " Software ") on any computer of which the Client is the primary user. Unauthorised copying of the software, including software that have been modified, merged or included with the software is expressly forbidden. The Client agrees not to sublicense, assign or transfer this license or the software. Any attempt to assign or transfer any of the rights, duties or obligations under this license shall render this license void.

6.2 The Client agrees that the Company, BMSB and participating information providers retain a proprietary right on the information disseminated through and/or provided by the Service. The Client further agrees that it shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner whatsoever without the express written consent of the Company nor use the information for any illegal purpose.

6.3 The Client agrees to protect contractual and statutory rights of the Company, BMSB and participating information providers in or to the information furnished under the Service and in the Service itself and shall comply with all written requests from the parties hereinbefore mentioned as they deem necessary to protect their respective rights.

## 7.0 CLIENT'S SOLE RISK

7.1 The Client agrees that neither the Service nor the information provided thereunder is intended to amount to or constitute tax, financial or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by the Company and neither does the Company warrant the accuracy stated in any manner of the opinions, information or recommendations. No reliance by the Clients on the matters abovementioned should give rise to any claim whatsoever. The Service shall not be construed as amounting to offers, invitations or solicitations to buy or sell the securities concerned.

7.2 The Company does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client agrees that all orders made by it through the Service and executed by the Company pursuant thereto are made at the Client's sole and absolute risk.

7.3 The Client agrees that the BMSB is the regulatory and supervisory authority of the Company and that BMSB shall have the right to examine, inspect, scrutinize the Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection, scrutinization being carried out at reasonable hours. The Company also reserves the right to examine, inspect and scrutinize the Client's terminal for audit purposes as and when the Company deems fit subject to such examination inspection and service scrutinization being carried out at reasonable hours. The Client agrees that it shall not hold the Company liable for any liability and/or losses that may occur as a result of the actions and omissions carried out by the Company and/or BMSB.

## 8.0 NOTIFICATION BY CLIENT

8.1 Without prejudice to clauses 5.1 and 5.2 herein, the Client agrees that it shall notify the Company immediately and in any case not later than 24 hours from the time the Client became aware of the existence of any of the following :-

- any loss or theft of the PIN or Password; or
- any unauthorised use of any of the Client's PIN or Password or of the Service or any information obtained thereunder; or
- any failure to receive a confirmation through the Service that an order initiated by it through the Service has been received and/or executed; or
- any failed or incorrect receipt of an order initiated by the Client through the Service upon the Client's review of the Trade Confirmation View of the Service.
- any receipt of confirmation (whether electronic, written or otherwise) of business done of an order which the Client did not place or any receipt of inaccurate or conflicting report or information.

In all cases the Company reserves the right to determine the validity of the Client's objection to a transaction arising from, but not limited to the above.

8.2 Should the Client fail to notify the Company in the time specified above of the occurrence of any of the above incidents, neither the Company nor any of its information providers, licensors, employees or agents, shall be responsible and/or liable to the Client or any other party whose claim may arise through the Client for any claims with respect to handling, mishandling or the loss of any order.

## 9.0 SECURITY

9.1 The Client shall be responsible for and shall take all measures and exercise all precautions to safeguard the confidentiality and for the use of the assigned PIN or Password and account number(s). The Client further accepts full and absolute responsibility for all orders entered through and under the assigned PIN or Password and account number(s) and any orders so received by the Company shall be deemed to have been received from the Client.

## 10.0 FEE

10.1 The Client agrees to pay and irrevocably authorises the Company to debit his respective trading account or any trading account at IPS's sole discretion with all subscription (if any), service and usage fees ("fees"), as follows :-

- Legal fees (on a solicitor and client basis) and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owned by the Client to the Company.
- Any other reasonable fees and charges imposed by the Company from time to time for the Service and facilities rendered to the Client.
- Interest on all outstanding sums at such rate and at such mode as the Company shall notify the Client in writing and failing which at 12% per annum monthly rests.

10.2 Notwithstanding the above provisions, the Company may at its discretion vary the rate of interest, fees and subscription (if any) at any time and from time to time by posting such notice at the Company's notice board and/or informing the Client's Dealer's Representative of such variation.

10.3 The Client agrees that the Company may impose additional fees in relation to the provision of the Service, subject to obtaining the prior agreement of the Client. In the event the Client is not agreeable to the Company imposing the additional fee(s), the Company shall have the option of terminating this Agreement in accordance with clause 16.0 herein.

## 11.0 CONTINUING SECURITY ON ASSETS

11.1 The Client agrees to pay all costs (including legal fees on a solicitor and client basis), if any, incurred by the Company in collecting any overdue fees and dues from the Client. The Client hereby grants the Company continuing security interest and/or lien on the assets belonging to the Client in all its trading and any other account with the Company including but not limited to the deposit and the Client's account under Clause 14.1 and 14.2 respectively in order to secure the timely payment of all fees and dues owed for the Service and any other amounts owing under this Terms and Conditions and that the Company shall be at liberty to use or dispose these assets in whatsoever manner and upon such terms and conditions as the Company deems fit to secure the full payment of such overdue fees and dues, subject to any rules that may be imposed by BMSB and/ or recognised foreign exchanges in respect of such matter.

## 12.0 TAXES

12.1 The Client shall pay all taxes payable for the use of the Service (if any).

## 13.0 RESTRICTION IN USE OF SERVICE

13.1 The Company reserves the right to determine whether the Client is to trade via the Service on either Ready Basis contracts or Immediate Basis contracts as provided for by the Rules of the BMSB and/ or recognised foreign exchanges.

13.2 The Client shall not be entitled to use the Service offered by the Company under this Terms and Conditions, if there exists any restriction whatsoever on the Client's trading account(s) either imposed by the Company or by any relevant authorities, including but not limited to cash up-front restriction.

The Service is subject to the terms and conditions of any and all other agreements entered into between the Company and the Client.

13.3 The Company shall not be held responsible for any failure to provide the Service, including the execution of any order whether or not arising out of any restriction imposed on the Client's trading account(s).

#### 14.0 DEPOSIT

14.1 The Company reserves the right to require the Client to place cash and/or equity as security deposit prior to the execution of any transaction through the Service as security for the due performance and observance of this Terms and Conditions or any other terms and conditions applicable to the Client under the Retail Trading Account application form or otherwise. It shall be in the absolute discretion of the Company to determine the amount of deposit payable by the Client and the time and manner for the placement and nature of such deposit and such security deposit may be varied from time to time.

14.2 The Company reserves the right to require the Client to maintain a minimum balance at any one time in the Client's trading account(s). It shall be at the absolute discretion of the Company to determine the quantum of the said minimum balance to be so maintained from time to time. At the Company's absolute discretion failure to maintain such minimum balance as stipulated by the Company would entitle the Company to terminate this Agreement in accordance with clause 16.0 herein.

14.3 The Company shall not be held responsible or be liable for any failure to provide the Service arising out of such failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by the Company.

#### 15.0 INDEMNITY

15.1 The Client hereby agrees to fully and effectively indemnify the Company and hold the Company indemnified from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to solicitor's fees on a solicitor and client basis) arising or which may arise out of the Client's breach or violation of this Terms and Conditions or any third party rights, including but not limited to violation of any copyright/proprietary or privacy rights or arising out of the utilisation of the Services by the Client. This obligation to indemnify the Company shall remain in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the Service or the respective trading account(s) of the Client.

#### 16.0 TERMINATION OF RIGHT OF ACCESS

16.1 Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith the Client's right of access to the Service or any portion of it without notice, and without any obligation to give any reasons therefore or for any reason whatsoever, including but not limited to any unauthorised use of the PIN or Password or breach of any terms and conditions of this Terms and Conditions in any manner whatsoever whether by the Client or by any other person(s) whomsoever.

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

#### 17.0 REPRESENTATIONS

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

- That the Client is not acting on behalf of any individual, firm, corporation, partnership, trust or association; and
- That the Client will use the information provided under this Service solely for personal investments activities and not in connection with any trade or business activities; and
- That the Client is not a securities broker / dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association of futures exchange or an owner/partner or associated person of any of the foregoing; and
- That the Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity.

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

17.2 The Client agrees that this Terms and Conditions, shall be read together with any trading account agreement entered into between the Client and the Company.

17.3 The Client shall abide by all applicable rules and regulations including but not limited to BMSB, the Securities Commission, recognised foreign exchanges and/ or relevant authorities.

#### 18.0 ACKNOWLEDGEMENT

18.1 The Client agrees that the Company is providing the Service on the basis of the Client's agreement to be bound by this Terms and Conditions.

18.2 Subject to clause 17.2. the Client further agrees that this Terms and Conditions, inclusive of the Application Form, constitutes the complete statement of the Client's agreement with the Company in respect of the Client's subscription to the Service and that this Agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service even if they are contained in any materials provided by the Company.

#### 19.0 AMENDMENTS AND MODIFICATIONS

19.1 The Company may in its absolute discretion with notice (whether in writing or otherwise) amend or vary the terms and conditions hereunder at any time or from time to time and/or impose additional clauses which shall bind the Client as if the amendments and additional clauses have been originally set out in this Terms and Conditions and if the Client continues usage of the Service it will be deemed that the amendments, variations or changes have been consented to by the Client.

#### 20.0 GOVERNING LAW

20.1 This Terms and Conditions and performance hereunder by the parties will be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of the States of Malaya in all matters connected with the obligations and the liabilities of the parties under this Terms and Conditions. The Client also agrees that the Subordinate Courts or the High Court in Kuala Lumpur shall have jurisdiction to hear any dispute or claim relating to this Terms and Conditions.

#### 21.0 TIME

21.1 Time wherever mentioned shall be of the essence of this Terms and Conditions.

**22.0 SEVERABILITY**

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

**23.0 ASSIGNMENT AND SUCCESSORS**

23.1 The Client shall not assign or transfer any of its rights or obligations under this Terms and Conditions or any contract thereunder, except with the Company's prior written consent. The Client hereby expressly gives its consent to the Company to assign or transfer any of its rights and obligations under this Terms and Conditions or any contract thereunder to any other party.

23.2 This Terms and Conditions shall be binding upon the successors in title and permitted assigns of the parties hereto.

**24.0 WAIVER**

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

**25.0 MISCELLANEOUS**

25.1 Any notice or communication which may be given hereunder shall be in writing and deemed duly given to the other party if delivered by hand or sent by ordinary post to the mailing address as stated hereunder or at the last known address and shall be deemed to have been served at the time when it is delivered if by hand and if posted three (3) days from the date it is posted.

25.2 Where the context required hereunder words importing the singular shall include the plural and vice versa.

**26.0 HEADING**

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

**REQUISITION AND DECLARATION BY DEALER'S REPRESENTATIVE**

I hereby request you to approve the application to utilise the PacOnline Trading Services by \_\_\_\_\_ with Inter-Pacific Securities Sdn Bhd and to allow me to act as the Dealer's Representative for the abovenamed applicant. As a Dealer's Representative of Inter-Pacific Securities Sdn Bhd, I hereby confirm that all information given herewith by the abovenamed applicant is true and correct to the best of my knowledge. I further confirm the abovenamed applicant is known to me personally and was introduced to the Company by me in my capacity as a Dealer's Representative.

By signing below, I hereby agree to abide by the Terms and Conditions in my standard Remisiers' Agreement with Inter-Pacific Securities Sdn Bhd. I further agree and undertake to indemnify and keep Inter-Pacific Securities Sdn Bhd fully indemnified against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered on which you may incur or suffer by you in relation to you allowing the applicant to utilise the PacOnline Trading Services and the subsequent operation thereof.

Signature of Dealer's Representative : \_\_\_\_\_  
Name : \_\_\_\_\_  
Remisier Code : \_\_\_\_\_  
Date : \_\_\_\_\_

<b>For Office Use Only</b>	Approved by/ on:
Processed by / on	
Application Form submitted : Personally/ Mail/ Remisier	Signature (Manager/HOD/General Manager/EDO)