

GENERAL TERMS AND CONDITIONS GOVERNING SECURITIES AND DERIVATIVES ACCOUNTS

The following terms and conditions shall govern the relationship between Inter-Pacific Securities Sdn Bhd (“**IPS**”) and the applicant for the Account (as defined below) (“**Client**”, the expression of which, where the context requires, shall include any person authorised in writing by the Client to provide instructions to IPS in relation to transactions on behalf of the Client, and whose instructions will be accepted by IPS and which instructions are binding on the Client).

Except where the context otherwise requires, in addition to the terms defined elsewhere in these terms and conditions, the following capitalised terms or expressions shall have the following meanings:

“**Account**” means such account, including but not limited to any CDS Account and/or other securities/ derivatives account or sub-account, as may be necessary and expedient for the performance by IPS of the services required by the Client under these terms and conditions which the Client may have with IPS or any of its affiliates;

“**Approved Securities**” means in relation to Intraday Short Selling (as defined below), any of the securities traded on the stock market of the Exchange that is declared by the Exchange as such under the Rules of Bursa Securities;

“**BNM**” means Bank Negara Malaysia, the central bank of Malaysia;

“**Bursa Clearing**” means Bursa Malaysia Securities Clearing Sdn Bhd and includes its successors in title;

“**Bursa Depository**” means Bursa Malaysia Depository Sdn Bhd and includes its successors in title;

“**Bursa Securities**” means Bursa Malaysia Securities Berhad and includes its successors in title;

“**Bursa Derivatives**” means Bursa Malaysia Derivatives Berhad and includes its successors in title;

“**CDS Account**” means a central depository system securities account established by Bursa Depository for a depositor pursuant to the Securities Industry (Central Depositories) Act 1991 and in accordance with the rules, regulations, guidelines or policies issued by the central depository or Bursa Depository from time to time;

“**Clearing House**” means Bursa Clearing or such other relevant clearing house which IPS and/or the Client may be bound or which applies to any of the Transactions;

“**CMSA**” means the Capital Markets and Services Act 2007 including all rules made thereunder;

“**Dealer’s Representative**” means a holder of a Capital Markets Services Representative’s Licence for dealing in securities;

“**Designated Securities**” means listed securities declared by the Exchange for such period of time as the Exchange thinks fit due to manipulation, excessive speculation on such listed securities or so directed by the SC;

“**Direct Market Access**” means the process by which orders to buy and/ or sell contracts including any modifications and cancellations thereof are submitted into an infrastructure established and/ or maintained by or for IPS for execution via the Electronic Trading by Clients without any intervention by a Dealer’s Representative/ Registered Representative or without being entered or re-entered by a Dealer’s Representative/ Registered Representative;

“**DMA Infrastructure**”, means the infrastructure established and/ or maintained by or for IPS which facilitates Direct Market Access;

“**DMA Orders**”, means Direct Market Access orders;

“**Eligible Securities**” means such securities as the Clearing House may prescribe as being eligible for Securities Borrowing and Lending in accordance with the requirements of the Clearing House;

“**Exchange**” means, in the case of securities/ derivatives of Malaysia, any securities/ derivatives exchange owned, operated and/or maintained by Bursa Securities/ Bursa Derivatives, and in the case of Foreign Securities/ Derivatives, the relevant securities/ derivatives exchange on which the Transactions are effected;

“**Foreign Securities/ Derivatives**” means securities that are listed on a securities/ derivatives exchange outside of Malaysia and are not traded on Bursa Securities/ Bursa Derivatives;

“**Market Day**” means a day on which IPS is open for business or a day on which the relevant Exchange on which the Transactions are carried out is open for trading;

“**Registered Representative**” means a holder of a Capital Markets Services Representative’s Licence for dealing in derivatives

“**Rules of the Bursa Securities**” means any rules, regulations, guidelines or policies issued by Bursa Securities from time to time;

“**Rules of the Bursa Derivatives**” means any rules, regulations, guidelines or policies issued by Bursa Derivatives from time to time;

“**Recognised Stock Exchange**” means a foreign stock exchange the Exchange declares to be a recognised stock exchange.’”

“**securities**” means (a) debentures, stocks or bonds issued or proposed to be issued by any government; (b) shares in or debentures of, a body corporate or an unincorporated body; (c) unit trusts or prescribed investments, and includes any right, option or interest in respect thereof , but does not include futures contracts; and/or (d) such securities as stipulated from time to time under the CMSA;

“**Securities Borrowing and Lending**” means the activities of borrowing or lending of securities pursuant to Part F of Chapter 7 of Bursa Securities Rules;

“**SBL Agreement**” means an agreement for the purpose of Securities Borrowing and Lending;

“**SC**” means the Securities Commission Malaysia;

“**Shariah Compliant Account**” means the account which is used for trading in Shariah-compliant securities approved by the Shariah Advisory Council of the Securities Commission. Shariah-compliant securities are securities of companies listed on Bursa Malaysia Securities Berhad, whose business conforms to the Shariah requirement and the criteria established by the Shariah Advisory Council of the Securities Commission. The Shariah Advisory Council of the Securities Commission will release the list of Shariah-compliant securities and update the list twice a year i.e on the last Friday of May and November. Unless specifically mentioned a Shariah Compliant or Islamic, these terms & conditions shall generally refer to Conventional Account(s) only;

“**Specified Exchange**” means a person or body that operates a derivatives market outside Malaysia and is specified as a Specified Exchange under the rules of Bursa Derivatives;

“**these terms and conditions**” means these terms and conditions which govern the provision of the services as set out herein and as may be amended, supplemented or modified from time to time;

“**Transaction**” means Client’s transaction of securities and/or derivatives;

SECTION A: TERMS & CONDITIONS FOR DEALING IN SECURITIES (CONVENTIONAL/ SHARIAH TRADING)

1. CONSENT & AUTHORISATION

The Client hereby:

1. requests and authorises IPS to open an Account in the Client's name including, if necessary, such securities accounts with Bursa Depository or any centralised depository or clearing agency as may be necessary for the services to be provided by IPS to the Client under these terms and conditions;
2. undertake to abide by all laws, rules and regulations relating to the Client's Transactions and trading activities with IPS (including without limitation the Rules of Bursa Securities, the Rules of Bursa Depository and all by-laws thereto) now in force or from time to time amended, revised or supplemented and which the Client hereby confirms and acknowledges that the Client is fully aware and cognizant thereof prior to and/or upon opening of the Account. The Client hereby confirms that the Client is fully aware of the full disclosure requirements and acknowledges and agrees that the Client's Account may be frozen if the Client fails to make the disclosure as and when requested by Bursa Securities and/or any other relevant authority;
3. declares and undertakes that all particulars and information given in the application form are true and correct and that the Client has not withheld any material fact and information from IPS, which would affect the Client's opening of the Account and provision of facilities and services in relation thereto. The Client hereby authorises IPS to verify at any time and from time to time all of the particulars and/or information furnished by the Client in such manner as IPS shall deem fit. The Client further declares that the Client is trading on the Client's own behalf and not as nominee for any other person;
4. agrees that all documents provided by the Client for the opening of the Account will become the property of IPS and will not be returned to the Client;
5. declares that the Client is not underage or below 18 years of age; that the Client is not a mentally disordered person within the meaning of the Mental Health Act 2001; and that the Client has not been adjudicated a bankrupt under the Insolvency Act 1967 and/or any other enactment or laws of another country and remain an undischarged bankrupt at the time of application;
6. undertakes to forthwith furnish IPS with such additional particulars and information as IPS may require at any time and from time to time;
7. declares and agrees that the Client's application herein is subject to the approval of IPS and IPS is absolutely entitled at the sole discretion of IPS to reject the Client's application or impose such conditions and/or restrictions as IPS may deem fit without giving any reasons therefor.

2. OPERATIONS & ADMINISTRATION OF ACCOUNT

In the event the Account is opened, the Client hereby further agrees to the following:-

1. Notwithstanding that the Client may have been granted discretionary financing by IPS, the Client undertakes to make immediate payment for delivery of securities purchased by the Client and/or on the Client's behalf when the same is due or upon any demand made by IPS and IPS shall be entitled to apply such payment in any manner as IPS may in its absolute discretion deem fit.
2. The Client undertakes to pay any security deposit required of the Client in relation to the Account including but without limitation deposit for purchase contracts made/transacted by the Client and/or on the Client's behalf. The security deposit shall be placed in Shariah compliant account maintained with an Islamic bank (applicable to Shariah Account(s) only).

3. The Client undertakes to deliver to IPS promptly any and all transfer deeds and certificates or other documents in relation thereto as IPS may require from time to time. The Client further undertakes that at all times the aforesaid documents are original and authentic and where necessary, duly executed by the Client.
4. The Client authorises IPS to sell out or buy in such securities as may be required to clear the Client's position with IPS.
5. The Client agrees to pay all such fees, charges and/or interest (applicable to conventional Account only) or late payment charges (applicable to Shariah Account only) whatsoever that may be imposed by IPS from time to time in relation to any debit outstanding in the Account including but without limitation:-
 - a. interest at 11% p.a. calculated on a daily basis until the date of full payment to IPS (whether before or after judgement being entered by IPS against the Client in any legal proceeding or at such other rate as IPS shall determine from time to time (applicable to conventional Account only);
 - b. late payment charges at the maximum of 10% p.a. calculated on a daily basis until the date of full payment to IPS (whether before or after judgement being entered by IPS against the Client in any legal proceeding) or at such other rate, subject to the resolution of the Shariah Advisory Council(SAC) of SC, as IPS shall determine from time to time. IPS shall have the right to retain the amount of ta'widh (compensation) which shall be the daily overnight Islamic Interbank rate as stated in the website of Islamic Interbank Money Market (<http://iimm.bnm.gov.my>). The remaining amount shall be channeled to charitable bodies, to be determined by the Shariah Adviser of IPS (applicable to Shariah Account(s) only);
 - c. handling fees; and
 - d. service charges.
6. The Client agrees that interest on any balance outstanding under the Account for the time being owing to IPS may at the sole discretion of IPS be capitalised at the end of or in such day or days of each calendar month and added for all purposes to the balance outstanding under the Account and shall thenceforth bear interest at such rate as IPS shall have determined at that time and/or any other time without any notice to the Client (applicable to conventional Account(s) only).
7. The Client agrees that late payment charges on any balance outstanding under the Account for the time being owing to IPS shall not be capitalized and added for all purposes to the balance outstanding under the Account (applicable to Shariah Account only).
8. The Client authorizes IPS to mortgage, pledge or hypothecate any collateral shares or any Shariah compliant collateral shares (applicable to Shariah Account only) to any bank and/or financial institution.
9. The Client authorises IPS to post Contract Notes, Contra Statements, Monthly Statement of Accounts, letters and/or other documents to the Client (save and except the documents as stipulated in paragraph 16 below) at the Client's address stated herein and/or at the Client's last known address by ordinary post, and the same shall be deemed received by the Client upon the expiration of three (3) days from the date of posting. Any certification made by any officer of IPS that the same has been properly posted to the Client on a specified date shall be deemed sufficient proof of same.
10. The Client declares and agrees that the Client shall notify IPS in writing of any disputes, discrepancies, incorrectness or irregularities arising from the Client's Contract Notes, Contra Statements, Monthly Statement of Accounts, letters and/or other documents within 24 hours from the date of receipt or deemed receipt of the same by the Client, failing which, the Client shall have accepted, agreed and admitted to the correctness, truth, veracity and accuracy as to the price and quantity of securities bought or sold as stated therein as well as to the amount of monies due and owing by the Client to IPS, and the Client shall in no manner thereafter dispute or challenge the same in any court of law or otherwise.
11. The Client authorises IPS to deal, in any manner as IPS shall deem fit, with all or any of the securities purchased for or under the Account for which the Client has not remitted payment.

12. The Client hereby agrees and authorises IPS to debit and/or transfer any losses, expenses, interest (applicable to conventional Account(s) only) and/or late payment charges (applicable to Shariah Account(s) only) and whatsoever charges howsoever occurring arising from the rejection of trades from the Client's margin account and/or provided by financial institutions, etc for whatsoever reason to the Client's personal/retail trading account currently held by IPS. The Client further agrees to abide by the terms and conditions as imposed by IPS for the operation of the personal/retail trading account and for the standing instructions given aforesaid.
13. The Client authorises IPS to withhold as IPS deems fit all or any of the securities purchased and paid by the Client in the Account for until the full and final settlement of any and/or all contra losses / charges /interest (applicable to conventional Account only) /late payment charges (applicable to Shariah Account(s) only) / costs in the Account. The Client hereby agrees that IPS has a lien in favour of IPS over all or any of the Client's securities in the possession of IPS.
14. IPS shall have the right at any time hereafter with or without any notice to the Client or the Client's concurrence to set-off:-
 - a. any of the Client's liabilities to IPS, liquidated or otherwise, and whether such liabilities are in respect of monies payable hereunder or otherwise howsoever due from the Client to IPS against/from the proceeds of the sales of the Client's securities in the Account;
 - b. any liability whether hereunder or otherwise howsoever arising and whether present or future, actual or contingent, primary or as surety owned by the Client to IPS against/from any amounts due or held in the Client's Account or the Client's trust account of any other account that the Client is beneficially entitled;
 - c. and/or transfer the credit balances in the Account in or towards satisfaction of all monies due and owing by the Client to IPS.
15. In addition and without prejudice to any of the above, the Client hereby expressly, unconditionally and irrevocably authorises IPS to debit any of the Client's account with IPS including but not limited to the Account with all or any amounts due or owing from the Client whether arising from or in respect of purchases of securities by the Client or contra losses incurred by the Client and/or all other monies payable by the Client to IPS or may be due from the Client to IPS from time to time.
16. The Client shall observe and comply with all and any policy and/or procedure established and/or to be established by IPS from time to time and/or at any time.
17. In the event the Client fails, refuses and/or neglects to collect or cause to be collected any certificates or other documents or indicia of titles of securities purchased by the Client within three (3) calendar days from the date of allocation of the securities to the Client, IPS is absolutely entitled, but not obliged, to open a Shares Custody Account on the Client's behalf and thereafter transfer the Client's uncollected securities to the Client's Shares Custody Account or such other share custody account as IPS may open on the Client's behalf. The Client covenants to be bound and to abide by the terms and conditions which govern the holder of a Share Custody Account (including without limitation the imposition of service charges for opening and operation of a Shares Custody Account) as imposed by IPS from time to time.
18. The Client declares and agrees that orders/instructions made/given by the Client which includes but not limited to the dealing of securities (or purported to be made/given by the Client) through the telephone or other means of instantaneous communication or otherwise shall be good and effective and shall be irrevocable and deemed confirmed unless contrary/other orders/ instructions are made/given by the Client immediately or within 24 hours PROVIDED ALWAYS that IPS may at its absolute discretion allow the Client to revoke the same if the same is capable of revocation. The Client further declares and agrees that the risks of misunderstanding, errors and/or instructions by unauthorised parties shall fall on the Client and that IPS shall not be liable for any losses, damages, liabilities or expenses whatsoever that may arise from such misunderstanding error and/or unauthorised instructions and/or in the exercise of any discretion by IPS hereunder.
19. The Client hereby agrees and irrevocably and unconditionally consents that telephone conversations between the Client and the Dealer's Representative may be recorded for the purpose of authentication of orders and other instructions and such recordings and transcripts being used as evidence in any dispute.

20. The Client declares and agrees that IPS may at any time and its absolute discretion suspend or close the Account with or without giving any reason thereof.
21. As investment in securities involve risks, the Client agrees and consents that IPS shall have the right at any time to limit purchases or sales ordered by the Client and IPS shall not be liable for any loss arising from any such limit on purchases or sales ordered by the Client.
22. The Client declares that the Client is aware of the most recent trading guidelines issued by IPS and have read and understood the said guidelines and agrees that the Client will not make any claims against IPS in the event the Client suffers any loss or damages as a consequence of the Client's failure to observe or comply with the trading guidelines now existing or as may be issued by IPS from time to time.
23. The Client undertakes to be responsible for the safekeeping of any identification document and/or personal identification number (PIN) issued by IPS. The Client understands and agrees to not hold IPS responsible for any losses/damages incurred due to unauthorised use of the aforesaid identification document and/or PIN number.
24. The Client agrees to have no claim whatsoever against IPS for any payments in respect of securities which shall also include dealing in the CDS account sold by the Client or for delivery of certificates or other documents or indicia of titles of securities purchased by the Client in the event the Client has authorised the Dealer's Representative or any other person to collect payments and/or transfer deeds and certificates or other documents or indicia of titles of securities on the Client's behalf from IPS.
25. The Client agrees and acknowledges that the Client's Dealer's Representative is not authorised to offer trading suggestions, recommendations or information on behalf of IPS. Any such suggestions, recommendations or information if given shall therefore be deemed as having been made in the Dealer's Representative's own personal capacity and the Client shall not hold IPS liable for any losses (including without limitation to any loss of opportunity) the Client may suffer if the Client relies on these suggestions, recommendations or information.
26. The Client acknowledges that the Client's Dealer's Representative is not authorised to waive or vary any of these terms and conditions herein stated nor can the Dealer's Representative accept any liability on behalf of IPS.
27. The Client agrees at all times to fully and effectively indemnify IPS against and keep IPS fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fee, fines, costs, debts, interests (applicable to Conventional Account(s) only), late payment charges (applicable to Shariah Account(s) only), legal fees and expenses (on a full indemnity basis) whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever against or by IPS to any person arising out of or incidental to all matters relating to the Account including but without limitation the agreements, undertaking and covenants herein. The Client's indemnity herein in favour of IPS shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the Account.
28. The Client declares and acknowledges that the Client has read the Contra Guidelines as set out in Section 3 below.
29. The Client hereby declares and agrees that IPS is authorised to disclose any information on the Client to any relevant authorities.
30. The Client hereby authorises and empowers the Dealer's Representative on behalf of the Client to:
 - a. where applicable, deliver transfer deeds and certificates and/or other documents of title of securities sold by the Client to IPS.
 - b. deliver Transfer Of Securities Request Form and/or Securities Deposit Request Form duly completed by the Client.
 - c. collect cheques and monies payable to the Client.
 - d. where applicable, collect transfer deeds and certificates and/or other documents of title of securities purchased and paid by the Client.

- e. collect any other documents, letters, forms, receipts other than stated aforesaid.
- f. make payment for securities purchased by the Client.
- g. communicate the Client's trust monies withdrawal instruction to IPS for IPS' further remittance of the trust money from the Client's trust account into the Client's designated bank account and/or by way of any payment mode as specified and declared by the Client;
- h. request for reprinting of contract statement, contra statement, statement of account and/or any other statement issued by IPS to the Client for the Client's account;
- i. carry out all and any other matters (administrative or otherwise) relating to the Client's trading activities with IPS.

Provided always that the Client shall be deemed to have revoked this authorisation if a written instruction stating otherwise is given by the Client to IPS.

The Client hereby agrees and understands that as a result of the Client's said authorisation to the Client's Dealer's Representative to perform the functions as mentioned in paragraph 30(a) to (i) above, there may be risks of the documents and/or cheques being lost, misappropriated or otherwise mishandled while they are in the custody of the Client's Dealer's Representative.

In consideration of IPS agreeing to comply with the Client's authorisation of the acts empowered as stated under paragraph 30(a) to (i) above, the Client hereby agrees and undertakes the following:

- i. The Client shall have no claims against IPS for all and any matters relating to this authorisation; and
 - ii. The Client shall not hold IPS liable or responsible to the Client for any losses, damages, claims and all other liabilities of whatsoever nature and descriptions arising from the above authorisation.
31. Unless provided otherwise in these terms and conditions, in the event the Client shall request for the replacement of the Client's Dealer's Representative for any reason whatsoever and/or there is any change or replacement of the Client's Dealer's Representative for any reason whatsoever, the Client hereby fully acknowledges and confirms that these terms and conditions shall remain binding and enforceable on the Client.

3. CONTRA GUIDELINES

1. Pursuant to Rule 9.09(3) & 9.10 of the Rules of Bursa Securities, the guidelines for settlement by way of contra for contracts done on ready basis are as follows:-
- a. Settlement by way of 'contra' shall be effected only on subsequent sale made not later than the second (2nd) Market Day (T+2) from the date of purchase (T).
 - b. Charges shall be imposed in respect of the 'contra' of purchase against subsequent sale made after the second (2nd) Market Day (T+2) from the date of purchase or against subsequent sale to close-off the purchase position.
 - c. Any differences such as contra losses shall be settled not later than the second (2nd) Market Day (T+2) following the date of 'contra'. Late payment charges (for Shariah Account(s)) at prevailing interest rate, calculated on a daily basis will be imposed after T+2. The interest rate is subject to change from time to time (applicable to Conventional Account only). For Shariah Account(s), the Late Payment Charge(LPC) at the maximum rate of 10% shall be charged. IPS shall have the right to retain the amount of ta'widh (compensation) which shall be the daily overnight Islamic Interbank rate as stated in the website of Islamic Interbank Money Market (<http://iimm.bnm.gov.my>). The remaining amount shall be channeled to charitable bodies, to be determined by the Shariah Adviser of IPS.

2. The above Contra Guidelines are subject to change from time to time by the relevant authorities and/or at the discretion of IPS. The Client has been advised to obtain the latest schedule of due dates and payment time frame from IPS.

4. AUTOMATED TRUST PAYMENT

The Client hereby authorises and agrees that:

1. IPS is authorised to credit into the Client's trust account all net sales proceeds, contra gains, money deposited and held in trust after deducting all charges, contra losses, etc arising from transactions effected through the Client's trading account.
2. IPS is authorised to pay into the Client's designated bank account any trust withdrawal arising from transactions effected through the Client's Account.
3. This automated trust payment (ATP) service shall continue to be in force until the Client expressly revokes the same or authorize the Client's Dealer's Representative to revoke the same on the Client's behalf. However, IPS may in its absolute discretion terminate the ATP service at any time and without assigning any reason whatsoever.

5.STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

1. Structured Warrants mean individually or collectively as the context may require, 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 (applicable to Conventional Account(s) only).
2. The purpose of this statement is to inform the Client that the risk of loss in purchasing structured warrants can be substantial. The Client should therefore assess if the purchase of structured warrants is suitable for the Client in light of the Client's financial circumstances. In deciding whether to purchase structured warrants, the Client should be aware of the following:-
 - a. The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
 - b. 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;
 - c. Under certain conditions, it may become difficult to sell the structured warrants;
 - d. Upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets or in cash or a combination of both depending on the terms of the issue of the structured warrants;
 - e. Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Client's losses to the intended amount. Market conditions may not make it possible to execute such orders; and
 - f. The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against or for the Client. The use of leverage can lead to large losses as well as gain.
3. The above brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. The Client should therefore carefully study the terms and conditions of any structured warrant before the Client decides to purchase. If the Client is in doubt in relation to any aspect of the above brief statement or the terms of a structured warrant, the Client should consult the Client's Dealer's Representative.

6.SHARE MARGIN FINANCING FACILITY

This section contains the additional terms and conditions applicable to the share margin financing facility which is applicable to Conventional Account(s) only.

1. The Client hereby declares that the Client's opening of an account for share margin financing ("**Margin Account**") does not violate the Rules of Bursa Securities and in particular Rule 7.30 pertaining to margin financing facility ("**Margin Facility**") as:
 - a. the Client is above 18 years old and is not an undischarged bankrupt and/or having criminal record and/or having any litigation case pending for any debt due;
 - b. the Client is not a director or employee of IPS or its related companies or spouse, parent or child of a director or employee of IPS or its related companies; and
 - c. the Client has not been provided a guarantee by any IPS' directors or employees or spouse, parent or child of IPS' directors or employees.
2. The Client hereby represents, warrants and covenants to IPS as follows:
 - a. the Client has no litigation or proceedings before any court of law, arbiter, governmental or other regulatory authority or agency bodies pending, which will threaten the Client, properties and assets of the Client and refrain the execution of any agreement, memorandum, security document or any other instrument as the case may be. There are also no contingent liabilities or other financial obligation, which are material in the aggregate except as disclosed in the financial statement furnished by the Client hereunder;
 - b. there are no encumbrances whatever upon any of the stocks, shares and other marketable securities to be pledged that will have priority over the charge to be created in favour of IPS. Save as disclosed herein, none of the Client's assets, revenues, properties and rights are affected by any assignment, mortgage, charge or any interest in any property whether movable or immovable of any kind whatsoever and any bill of exchange, promissory notes, debt, chose in action, guarantee or indemnity or any other security of any nature whatsoever ("**Security Interest**"), or its assets bound by any order, agreement or instrument under which is or in certain circumstances may be required to create or permit to arise any Security Interest; and
 - c. the Client is aware that the truth and correctness of the above warranties and undertakings hereby contained shall form the basis of IPS' commitment to make and continue to make available the Margin Facility (if approved).
3. In the event a Margin Facility is granted, the Client agrees to abide by all the terms and conditions governing the Margin Account and as amended from time to time.
4. The Client agrees that IPS shall incur no liability whatsoever to the Client or the Dealer's Representative in exercising any or some of its rights under these terms and conditions or for taking or not taking any action in connection with the Margin Account granted hereunder or any transaction through or under the same.
5. The Client agrees to be responsible to IPS and to indemnify IPS from any sums, expenses, costs, losses or shortfalls of whatsoever nature incurred by IPS under the Client's Account in the event that the Client fails to make payment to IPS on time when due and a letter signed by IPS shall be final and conclusive of such expenses, costs, losses or shortfall.
6. The Client understands and undertakes that none of the Client's director's or employee's spouse, parent or child contravenes any of the abovesaid provisions and the Rules of Bursa Securities as may be amended from time to time.
7. The Client confirms that should the Client fail to disclose that the Client's trading is on behalf of any party other than the Client, it shall be deemed that the Client is acting as a principal. Notwithstanding that the Client may declare herein that the Client's trading is on behalf of any party other than the Client, the Client shall be fully responsible and liable for whatsoever losses and outstanding sum in the Account.

7. INTRADAY SHORT SELLING

This section contains additional terms and conditions applicable to Intraday Short Selling (“**IDSS**”).

1. The Client hereby acknowledges and agrees that:
 - a. IDSS transactions can only be carried out for securities approved by IPS (“**Approved Securities**”) by way of on-market-transactions only. No IDSS transaction can be performed for Direct Business Transactions, On Market Married Transactions and odd lots;
 - b. no IDSS orders can be carried forward to the next Market Day; and
 - c. all IDSS positions must be closed off on Market Day latest by **3.30pm** or any stipulated time as decided by IPS from time to time.
2. In the event the IDSS transaction is not closed off on the date of contract/transaction (T) day, the Client shall initiate any of the following action to rectify the Client’s IDSS outstanding position:
 - a. to utilise the Client’s existing shares to cover for the short position; AND/OR
 - b. to transfer the shares from another CDS account on T+1 day, subject to Bursa Depository’s transfer rules; AND/OR
 - c. to perform manual or automatic buying-in; AND/OR
 - d. to borrow Eligible Securities, as defined in the SBL agreement for IDSS which has been executed by the Client.
3. Failure to close off the IDSS position by the end of T-day is considered a breach of the Rules of Bursa Securities. IPS and/or Bursa Securities may take the necessary enforcement actions (including fine and/or suspension of IDSS activities) depending on the facts and circumstances.
4. The Client hereby irrevocably agrees and undertakes to indemnify IPS at all times and keep IPS fully and completely indemnified from and against all proceedings, losses, damages, demand action charges, fees, costs, expenses and all other liabilities of whatsoever nature and description which may be taken against IPS or incurred or suffered by IPS in connection with or incidental to the Client’s IDSS transactions.
5. The Client agrees and authorises IPS to utilise the sales proceeds from IDSS to set off any fees and charges and/or to be utilised as collateral to the SBL Agreement for IDSS purposes.
6. The Client agrees to pay IPS for the provision of IDSS services such as fees, commissions, brokerage charges and other charges as may be determined by IPS from time to time, including all expenses incurred by IPS and/or agents with respect of IDSS services.
7. The Client hereby acknowledges that the terms and conditions relating to IDSS and the Securities Borrowing and Lending for IDSS have been clearly explained to the Client. The Client further declares that:
 - a. the Client fully understands the requirements of Bursa Securities in relation to IDSS and undertake to ensure full compliance at all material times;
 - b. the Client is not associated with any body corporate that issued or made available the Approved Securities to which IDSS is to be entered. The Client must at all times refrain from IDSS activities in any of the Approved Securities in which the Client is deemed as the “associated person” as stipulated under Section 3 of the CMSA;
 - c. the Client must observe that no IDSS transaction is allowed for the Approved Securities which has been declared as Designated Securities.

8. IDSS RISK DISCLOSURE STATEMENT

1. This statement is provided to the Client in accordance with the directives of the Rules of Bursa Securities.
2. IDSS refers to the short selling of Approved Securities with a view to closing off the short position within the same day, if the same is carried out in accordance with Part D of Chapter 8 of the Rules of Bursa Securities.
3. The Client should have full understanding of the requirements pertaining to IDSS before engaging in the same. The Client should evaluate the Client's own financial position, risk tolerance and investment experiences while taking into account the following risk factors before engaging in IDSS.
4. Types of risks:
 - a. Investment risk: The Client should assess the investment risks arising from the price fluctuation if the Client chooses to engage in IDSS. In the event the securities price increases instead of decreases, IDSS may lead to extraordinary losses, because the Client may have to purchase the securities at a very high price in order to cover a short position.
 - b. Trading costs: The Client should understand the trading costs resulting from frequent trading activities.
 - c. Risk of failure to close off with a buy position on the same day as the short selling:
 - i. The Client should assess the securities the Client will need to purchase to close off the short position before the end of the day and may need to prepare sufficient funds for settlement in the event of failure of opposite offsetting. The funds include but not limited to the cost of borrowing and the cost to purchase securities above the market price in the event of a buying-in for the settlement of an uncovered position.
 - ii. It may become difficult for the Client to buy back the securities to close off a sell position at the end of a trading day. Failure to close off the sell position will be deemed as non-compliance with the Rules of Bursa Securities and appropriate enforcement action may be taken against the Client.
5. This brief statement above cannot disclose all the risks and other significant aspects of executing IDSS. The Client should carefully study the requirements pertaining to IDSS, gain an understanding of other possible affecting factors, and perform a well-thought financial planning and risk evaluation before engaging in this activity. If the Client is in doubt in relation to any aspect of the above statement, the Client should consult the Client's Dealer's Representative.
6. The Client acknowledges that the Client has received and read the above risk disclosure statement and understood the contents which have been explained to the Client.

9. DISCRETIONARY FINANCING

This section contains the additional terms and conditions applicable to Discretionary Financing ('DF') which is applicable to Conventional Account(s) only.

9.1 Discretionary Financing

1. The Client may utilize the DF facility to finance the purchase of securities through IPS and transacted on a ready basis contract as defined in the Rules of Bursa Securities. IPS in its absolute discretion may allow the Client to make payment for any outstanding purchase position between the 3rd Market Day following the contract date and the 7th market date following the contract date for on-market transactions as defined in the Rules of Bursa Securities.
2. The DF Account shall be governed by the Directives and Guidelines Pursuant To Rule 7.31 and Directives On The Provision of Discretionary Financing No. 7.31-001 of the Rules of Bursa Securities and any or all amendments as may be issued from time to time.

3. The Client agrees to make payment of the following fees and charges and agrees that IPS may vary the same from time to time at IPS' absolute discretion. Notice of charges in fees and rates may be implemented by general notice posted at the IPS' premises or the Website, or contained in any statement sent to the Client and the Client agrees to be bound by the same:
 - a. Contra charges;
 - b. Interest charges; and
 - c. DF fees.
4. The Client agrees that IPS reserves the right to withdraw the DF facility at any time at IPS' absolute discretion without necessarily giving the Client any reason or notice whatsoever and upon the happening of such event the Client shall settle all positions in full immediately.

9.2 DF Instructions

1. The Client hereby instructs and mandates IPS to utilize the DF facility accorded to the Client under the Account for all and any purchases entered on the Client's behalf and not settled in accordance to Part E of Chapter 9 of the Rules of Bursa Securities.
2. Utilisation of the DF shall be at IPS' absolute discretion and the Client shall not hold IPS liable in any manner if IPS chooses not to do so, or evoke IPS' powers of sale for any non-compliance with the Client's primary obligation to settle purchases in accordance with the Rules of Bursa Securities.
3. This instruction and mandate shall be in addition to any other rights that IPS may have and shall not prejudice such rights in any manner.
4. The Client hereby irrevocably agrees and undertakes to indemnify IPS at all times and keep IPS fully and completely indemnified from and against all proceedings, losses, damages, demand action charges, fees, costs, expenses and all other liabilities of whatsoever nature and description which may be taken against IPS or incurred or suffered by IPS in connection with or incidental to the Client's mandate and instructions in relation to the DF.

9.3 DF Utilization

1. Notwithstanding Part E of Chapter 9 of the Rules of Bursa Securities, IPS may allow DF subject to the following:
 - a. the Client has opened a DF Account;
 - b. DF shall only be allowed for a contract transacted by the Client as a Ready Basis Contract;
 - c. notwithstanding that a DF Account has been opened, IPS shall only allow the Client to utilise DF in relation to a contract done on a contract date, provided that the Client has notified IPS not later than T+2 that DF is required in relation to the particular contract;
 - d. IPS may upon notice received pursuant to paragraph (c) above, either reject or approve the utilisation of DF at its absolute discretion without having to assign any reason whatsoever to the Client;
 - e. where IPS does not receive any notification in accordance with paragraph (c), IPS shall deem that the settlement of the outstanding purchase position in relation to the contract done on a contract date by the Client shall be in accordance with Part E of Chapter 9 of the Rules of Bursa Securities.

9.4 Settlement

1. Subject to paragraph 2 below, where IPS has approved the utilisation of DF by the Client, the Client shall effect settlement of the outstanding purchase position of the contract not later than 12:30 p.m. on the seventh (7th) Market Day following the contract date.

2. IPS may permit settlement by way of “Contra” subject to paragraph 3 below and the prevailing terms for Contra Trading as set out herein.
3. Where IPS permits settlement by way of “Contra” pursuant to paragraph 2 above, the following shall apply:
 - a. Settlement between IPS and the Client for outstanding purchase positions against outstanding sale positions of the same securities on a “contra” basis shall be at the absolute discretion of IPS, subject however to the terms and conditions set out below:
 - i. **Charges:** IPS shall impose charges on the Client only in respect of the “contra” of purchase against subsequent sales made after the date of contract or against subsequent sales to close off the purchase position;
 - ii. **Payments:** Any difference resulting from a “contra” between outstanding purchase position and outstanding sale position shall be settled between IPS and the Client not later than the two (2) Market Day following the date of such “contra”; and
 - b. Settlement by way of “contra” in respect of any purchase contract may only be effected not later than 12:30 p.m. on the seventh (7th) Market Day following the contract date. This paragraph shall not apply to subsequent sales of securities made in pursuance of a selling-out under paragraph 4.4 below.
4. Where the Client fails to effect settlement of outstanding purchase position in relation to a contract in accordance with the time prescribed in paragraph 4.1 above, IPS shall close off the purchase positions of the Client who has failed to pay for the purchases by 12:30 p.m. on the seventh (7th) Market Day following the contract date and shall institute a selling out by the eighth (8th) Market Day following the contract date, subject to paragraph 5.
5. Where IPS institutes selling-out pursuant to paragraph 4 above, the following shall apply:
 - a. It shall not be necessary for IPS to give notice of a selling out.
 - b. In the event of the death of the Client between the time of the Client’s placing the order to buy but before the Client has paid for such securities, IPS’ right to institute selling-out proceedings against the Client shall not be impaired and the executors or administrators, as the case may be, of the Client shall be liable to pay for all losses and expenses incurred by IPS as a result of the selling-out.
 - c. IPS may, at any time after the institution of a selling-out, claim against the Client for the difference between the contract price and the market price together with all consequential losses and expenses, and all damages including legal fees on a full indemnity basis.

9.5 DF Fees

1. IPS shall be entitled to charge the Client a fee for each outstanding purchase position in relation to a contract for which IPS provides the DF.
2. Fees charged for the DF shall be at a minimum rate of RM 25.00 or 1% of the outstanding gross purchase contract amount on the third (3rd) Market Day following the contract date, whichever is higher. IPS shall have an absolute right to change, amend or vary the DF Fee as IPS deems fit from time to time.

10.LEAP MARKET RISK DISCLOSURE STATEMENT

1. The LEAP Market is aimed at facilitating access to the capital market by small or medium sized enterprises to which a higher investment risk may be attached. This market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part I of Schedules 6 and 7 of the CMSA. The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission

of Malaysia under Section 233 of the CMSA. In the LEAP Market, sophisticated investors will have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.

2. The purpose of this statement is to inform the Client that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. The Client should NOT invest in the securities offered unless the Client is a sophisticated investor and the Client fully understands and is prepared to take the risks. The Client should assess whether the purchase of the securities is suitable for the Client in light of the Client's knowledge, financial means, investment objectives and the risks the Client is prepared to take. The risks of investing in such securities include but are not limited to the following:

- a. **Small Companies**

Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market or Main Market and may not have a proven track record in terms of operating history or profit track record. Hence, the Client should be aware that there is a higher risk of business failures which may adversely impact the Client's investments should the Client choose to invest.

- b. **Minimum Requirements on Disclosure and Governance**

The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only. This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect the Client's ability to make fully informed investment decisions.

- c. **Liquidity Risks**

As a market limited to sophisticated investors only, the LEAP Market may not have the trading activities or liquidity of the ACE Market or Main Market. The Client may not be able to exit the Client's investment as easily as in the ACE Market or Main Market. Limited trading activities or illiquidity in the LEAP Market may increase the risk of loss by making it difficult to effect transactions or sell the LEAP Market securities.

3. This brief statement cannot disclose all the risks and other significant aspects of trading securities in the LEAP Market. The Client should understand the key characteristics, business plan and financial information of the companies listed on the LEAP Market thoroughly and carefully study all the risks associated with securities in the LEAP Market and/or seek independent professional advice before the Client decides to invest.

11.LEVERAGED AND INVERSE EXCHANGE TRADED FUNDS RISK DISCLOSURE STATEMENT

1. This statement is provided to the Client in accordance with the directives of the Rules of Bursa Securities.
2. The purpose of this statement is to inform the Client that the risk of loss in purchasing leveraged and inverse Exchange Traded Funds ("L&I ETF") units can be substantial. The Client should assess if the purchase of L&I ETF units is suitable for the Client in light of the Client's financial position, risk tolerance and investment experience while taking into account the following risks before deciding whether to invest in L&I ETF:
 - a. An investor of L&I ETF is subject to the risk of losing the full purchase price of the L&I ETF units;
 - b. The investor should keep in mind that L&I ETF is intended to track and replicate up to a multiple of performance of an Index or a multiple of the inverse performance of an index on a daily basis;
 - c. As such, L&I ETF is more suitable for short term trading/ positioning. Holding L&I ETF units for more than a day could result in investment returns that deviate greatly from the multiple of performance of an index or a multiple of the inverse performance of an index that the L&I ETF is supposed to track;

- d. Placing of contingent orders, such as 'stop-loss' or 'stop-limit' orders, will not necessarily limit the Client's losses to the intended amount. Market conditions may not make it possible to execute such orders;
 - e. The leverage obtained from a leveraged ETF can work against the client as well as for the Client. It could lead to large losses as well as gains;
 - f. It is in the investor's best interests to take effort to study all risks as contained in the prospectus of the L&I ETF, including but not limited to interest rate risks, country risks, credit risks, foreign exchange risks, futures rollover risks, counterparty risks and liquidity risks: and
 - g. If an investor engages in purchase of L&I ETF units using margin financing or short sale of L&I ETF units, the investor may gain higher profits when the price movement conforms to expectations or may otherwise suffer bigger losses. An investor may also face a margin call by the lender if the collateral maintenance ratio drops.
3. This brief statement cannot disclose all the risks and other aspects of purchasing L&I ETF units. The Client should carefully study the requirements pertaining to L&I ETF and the content of the prospectus of L&I ETF before the Client decides to purchase. If the Client is in doubt in relation to any aspect of this statement or the terms of the L&I ETF, the Client should consult the Client's Dealer's Representative.

SECTION B: TERMS & CONDITIONS FOR DEALING IN DERIVATIVES

This section contains the additional terms and conditions applicable to trading in futures contracts and options.

1.DEALING IN FUTURES CONTRACTS

1. The Client may maintain and operate an Account with IPS in relation to trading in futures contracts.
2. The Client shall pay commission and fees at such rates as is determined from time to time by the Exchange, or in the absence of such determination, at the rates as notified by IPS to the Client in writing from time to time. All stamp duty, costs and expenses incurred for, or to be incurred on behalf of, the Client shall be paid by the Client as invoiced by IPS.
3. All amount expressed to be payable by the Client hereunder excludes any applicable tax (including goods and services tax or such other value-added tax) that may be chargeable thereon. Accordingly, if IPS is required under the law to charge any tax on any such payment, the Client shall (in addition to the amount expressed to be payable by the Client) pay all such tax to IPS in such manner and within such period so as to comply or enable IPS to comply with all applicable laws and regulations, orders or directives of the relevant authority.
4. The Client shall maintain with IPS a deposit in the Account of such amount as shall be determined by IPS in its absolute discretion and pay such margins or lodge such securities (acceptable to IPS) as may be required by IPS from time to time in connection with the trading by the Client in futures contracts. The Client agrees and acknowledges as follows:
 - a. the Client's liability in respect of margin calls is not limited to the amount of the deposit;
 - b. IPS may call for payment of a further deposit or margin (by whatever terms those obligations are described) or call for the lodgement of securities (acceptable to IPS) as IPS, in its absolute discretion deems is necessary to protect itself from the personal obligation incurred by dealing in futures contracts on behalf of the Client;
 - c. the time for payment of margin is of the essence and if no time is stipulated by IPS prior to calling a margin, then the Client is required to comply before the start of trading on the following day;
 - d. the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;
 - e. in respect of trading in options, the liability to pay the premium accrues at the time the trade is executed regardless of when a demand for payment of the same is made;
 - f. IPS may (in accordance with and subject to the prevailing business rules of the Exchange) deem one (1) hour a reasonable time to comply with a demand for payment of margin; and
 - g. in relation to trades conducted on the Exchange and registered with the Clearing House on the Client's behalf, the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than IPS.
5. The Client further agrees and acknowledges as follows:
 - a. the Client and IPS are bound by the CMSA and any regulations and instrument issued in accordance with the CMSA, the business rules and customs, usages and practices of the Exchange, the business rules and the customs, usages and practices of the Clearing House and all amendments, variations and/or modifications made or to be made from time to time in respect thereof;
 - b. IPS will be trading as a principal at all times (and accordingly be liable to the Exchange as such principal) notwithstanding that IPS will be carrying out the instructions of the Client as the Client's agent. Any benefit or rights accruing to IPS in relation to its dealings with the Exchange or in relation to any registration of a futures contract with the Clearing House is personal to IPS and need not be passed by IPS to the Client;

- c. the Client will take all reasonable steps to obtain and communicate to IPS all information and deliver or cause to be delivered to IPS all documents with respect to dealings by the Client in futures contracts, which are requested by the Exchange or the Clearing House and also authorises IPS to produce the information or documents to the requesting party;
- d. dealing in futures contracts may create an obligation to give or take delivery or make cash settlement in accordance with the terms of trading of such futures contracts;
- e. the Client warrants that the Client has the power and all the requisite approvals to enter into the Agreement with IPS and to trade in futures contracts;
- f. IPS has the right (subject to section 99 of the CMSA), either on its own account or on behalf of other clients to take opposite positions to the positions taken by the Client in futures contracts;
- g. the Client's conversations with IPS may be recorded by IPS or the Exchange, provided that the Client may listen to any recording in the event of a dispute or anticipated dispute;
- h. should IPS have notice of any act of bankruptcy of the Client (in the case of an individual) or of the presentation of any petition for the winding-up of the Client (in the case of a corporate client) or should the Client fail to meet any call for payment of deposit, premium or margin (or to lodge any securities acceptable to IPS) then IPS may (without prejudice to any other rights or powers available to it), in its absolute discretion and without creating an obligation to do so, close out without notice all or some of the Client's futures contracts;
- i. the Client is responsible to pay in cash any deficit owing to IPS after close out of any of the Client's futures contracts or closure of the Client's account and that if the Client defaults in payment of such deficit, IPS may realize any deposit and securities held by IPS and apply the proceeds against the deficiency;
- j. IPS reserves the right to refuse to deal on behalf of the Client in relation to any dealings in futures contract (other than closing out existing positions held on behalf of the Client) or limit the number of open positions held on behalf of the Client or both. IPS will, however, inform the Client of any refusal at or before the time of the Client placing any further orders with IPS or as soon as possible thereafter;
- k. the deposit, margin and any securities deposited with IPS may be utilised in meeting any obligations of the Client or obligations incurred by IPS in dealing in futures contract on behalf of the Client, in respect of futures contracts traded by or on behalf of the Client and registered with the Clearing House;
- l. IPS, its directors, agents, employees or persons related to any of the foregoing may trade in futures contracts on their own account;
- m. the Client agrees to abide by any position and exercise limits set by the Exchange or Clearing House as notified by IPS to the Client and the Client shall not, either by acting alone or jointly with others, violate such position or exercise limits;
- n. IPS will incur a personal obligation when dealing in contracts on behalf of the Client;
- o. each employee and registered representative of IPS acts as the agent of IPS in connection with IPS' business of trading in futures contracts and IPS is liable for all such acts of the agent; and
- p. IPS is entitled to charge the Client interest on any outstanding payment due and payable to IPS at the rate of 11% per annum calculated on a daily basis commencing on the day immediately following the due date up to the date of actual payment.

6. The Client in relation to dealings on the Exchange appoints the Chief Executive Officer of the Clearing House as the Client's attorney (and/or agent) to do all things necessary to transfer any open positions held by IPS on the Client's behalf to another broker where the participation of IPS has been suspended or terminated.
7. The Client acknowledges receipt of a risk disclosure statement and confirms the Client has read (and/or has explanation given by IPS) and understands the same. The Client hereby affirms that the Client has considered the Client's own objectives, financial situation, needs and risks involved and has formed the opinion that dealing in futures contracts is suitable for the Client.
8. Without prejudice to any other power, rights and remedies which IPS may be entitled to in law or under this Agreement, the Client shall fully indemnify IPS and hold IPS harmless from and against any losses, damages and expenses, whatsoever legal or otherwise (including legal costs on a solicitor client basis) which IPS may sustain, suffer or incur as a consequence of any non-observance of any or all the stipulations, agreements, and provisions on the part of the Client herein contained and such losses, damages and expenses, including but not limited to such amount as IPS shall certify as due and owing (such certification being accompanied by the basis and calculation of such amount as being conclusive and binding upon the Client save for manifest error).

2.FUTURES CONTRACTS RISK DISCLOSURE STATEMENT

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

RISKS ASSOCIATED WITH FUTURES CONTRACTS:

1. Effect of "Leverage" or "Gearing"

Transactions in futures contracts carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have proportionately larger impact on the funds the Client has deposited or will have to deposit – this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with the futures broker to maintain the Client's position. If the market moves against the Client position or margin levels are increased the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's position. If the Client fails to comply with a request for additional funds within the time prescribed, the Client's position may be liquidated at a loss as the Client will be liable for any resulting deficit.

2. Risk-reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss" orders, where permitted under the business rules of an exchange company) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

3. Terms and Conditions of the Contracts

The Client should ask the futures broker with which the Client deals about the terms and conditions of the specific futures contracts which the Client is trading and associated obligations (e.g. the circumstances under which the Client may become obligated to make or take delivery of the underlying instrument of a futures contract and, in respect of futures contracts that are eligible exchange traded options or futures options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the Exchange or Clearing House to reflect changes in the underlying instrument or state of affairs that is the subject of the futures contract.

4. Suspension or Restriction of Trading and Pricing Relationship

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying that is the subject of a futures contract and the futures contract may not exist. This can occur when, for example, the absence of an underlying reference price may make it difficult to judge “fair” value.

5. Deposited Cash and Securities

The Client should familiarise with the protection accorded to money or other securities the client deposits, particularly in the event of a futures broker’s insolvency or bankruptcy. The extent to which the Client may recover the Client’s money or securities may be governed by specific legislation or local rules in some jurisdictions, securities which had been specifically identifiable as the Client’s own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

6. Commission and Other Charges

Before the Client begins to trade, the Client should obtain a clear explanation of all commission, fees and other charges for which the Client will be liable. These charges will affect the Client’s net profit (if any) or increase the Client’s loss.

7. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

8. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client’s ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or futures brokers. Such limits may vary – the Client should ask the futures broker with which the Client deals for details in this respect.

9. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If the Client undertakes transactions on an electronic trading system, the Client will be exposed to risks associated with the systems including the failure of hardware and software. The result of any system failure may be that the Client’s order is either not executed according to the Client’s instructions or is not executed at all.

10. Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Client trades, the Client should inquire about any rules relevant to the Client’s particular transactions. The Client’s local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client’s transactions have been effected. The Client should ask the futures broker with which the Client deals for details about the types of redress available in both the Client’s home jurisdiction and other relevant jurisdictions before the Client starts to trade.

11. Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstance, futures brokers are permitted to effect off-exchange transactions. The futures broker with which the Client deals may be acting as the Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes such transactions, the Client should be familiarised with applicable rules and attendant risks.

ADDITIONAL RISKS ASSOCIATED WITH OPTION:

12. Variable Degree of Risk

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

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

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

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

The Client hereby acknowledges that the Client has received and understood this risk disclosure statement.

EXPLANATORY DOCUMENTS

This Section seeks to explain in general terms:

- a. the nature of futures contracts; and
- b. the obligations assumed by a person who instructs a futures broker to enter into a futures contract.

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

Before the Client trades in futures contracts, the Client should be aware of the risks involved and be satisfied that futures trading is suitable for the Client's purposes. In particular, the Client should carefully read the risk disclosure statement.

Should the Client be in any doubt as to the Client's obligations or other risks involved, the Client should ask IPS or seek other professional advice.

1. The Nature of Futures and Options Contracts

1.1 Futures Contracts

1. A futures contract is a standardized agreement, made on a recognized exchange, to buy or sell a specified quantity of a described commodity at an agreed date in the future. They provide a facility for traders to manage the risks associated with the changing prices of the commodities. In addition to those who deal in the markets for the purposes of the risk management, there are also those who trade in the hope of profiting from the changing prices in the traded commodities, i.e. speculators.
There are two kinds of futures contracts:-
 - a. deliverable contracts, under which the seller agrees to deliver to the buyer, and the buyer agrees to take delivery of, the quantity of the commodity described in the contract; and
 - b. cash settlement contracts, under which the two parties will make a cash adjustment between them according to whether the prices of a commodity or security has risen or fallen since the time the contract was made.
2. The contract specifications of a futures product are set out in the link https://www.bursamalaysia.com/trade/our_products_services/derivatives/company_profile and the rules and regulation of the Exchange on which the contract was made. Materials in this document are intended to refer to any futures contract traded on any Exchange, however there may be differences in the procedures and regulation of the markets from one country to another and one Exchange to another.
3. Futures contracts have standardized delivery/settlement dates for periods of up to two (2) years in the future, although the vast majority are for settlement within six months of the agreement being made. Note that deliverable contracts involve an obligation to deliver or to take delivery at maturity, and it is not advisable to enter into such contracts in the last weeks before maturity unless actual delivery is contemplated.
4. The price of the commodity or security is determined in the market place by means of an open outcry system or an electric system and represents a consensus of market opinion as to what the price of the commodity should be at the specified future time.
5. Since all contracts for a given future month in the same market exactly alike, obligations under futures contracts are easily transferred from one party to another. A trader who holds a contract to buy/sell may cancel this obligation by taking a new contract to sell/buy in the same month, a process known as offsetting or closing out the contract. In each case there will be a profit or loss equal to the difference between the buying and the selling prices multiplied by the standard contract amount.
6. The Clearing House ensures that it is able to pay to the traders by calling for margins or cash payments to cover any unrealised losses in the market. Margin must be paid by any trader whose contract is showing a loss, i.e. if the market falls after a purchase or rises after a sale. This margin ensures that if the party to an opposite contract with the Clearing House wishes to offset the obligation before the client do, the Clearing House will have cash on hand to pay the resulting profit. If the market fails to recover before client's contract matures, this margin will not be recovered, it would then become a realised loss.
7. Each trader in the market is required to put up the deposit (also known as an initial margin) in order to trade. Contract deposits are governed by the minimum set by the Clearing House and vary from time to time according to the volatility of the market being carefully calculated to cover the maximum expected movement in the market from one day to the next. This means that a deposit may change after a position has been opened requiring a higher deposit than the minimum set by the relevant exchange or Clearing House in order to protect its position as principal, that it may call margins as they are incurred.
8. IPS must call the Client to pay margin (in the case of contract requirement relating to contracts traded on other markets will vary). Deposit and margins must be paid immediately (this is generally on demand and in times of

extreme price volatility this may mean as little as one hour). If the Client does not pay a margin, IPS is entitled to deal with those funds by way of set off against other monies owing by IPS to the Clearing House.

1.2 Option Contracts

1. Standardized option contracts are available on many exchanges in addition to futures contracts. An option is the right, not the obligation, to enter into a futures contract or take or make delivery of a commodity/security, granted in return for a premium. A call option is an option to buy in the futures market at a designated price (the exercise price or the striking price) or buy a commodity/security at a designated price, at any time before expires, irrespective of the current futures or commodity/security price. A put option is an option to sell in the futures market at the exercise price or sell a commodity/security at a designated price.
 2. If a trader buys an option, his loss in the market is limited to the premium paid for the option, which is non-refundable. However, the person who sells (i.e. grants) the option has a similar potential liability to the holder of a futures contract and, will be called for margins if the price moves against him.
 3. There are two parties to an option contract: the buyer (or taker) and the seller (or grantor). If an option is exercised, the option may become a futures contract or it may result in the buyer being required to take delivery of the underlying commodity/security or the seller being required to sell of the underlying commodity/security depending on the type of the option, it may only be exercised at the expiry (referred to as European style option) or the Client may exercise at anytime before the expiry or at the expiry (referred to as American style option). The Client should be aware of the style of the option the Client is trading as it may affect the Client's obligation to take or make delivery.
 4. The buyer may pay the full amount of the premium at the time of the option is traded, however, if he pays only an initial deposits, he may be called upon to pay margins up to the full value of the premium (but no more). Provided the underlying futures market has moved in his favour, the holder of an option can profit by selling it later at a higher premium, or by exercising it and closing out the resulting futures contract. The profit depends on the movement in the underlying futures market and is potentially unlimited.
 5. On the other hand, sellers (grantors) of option contracts have limited profit potential (they cannot earn more than the premium for which the option is sold) and unlimited potential for loss.
- 2. The Nature Of The Obligations Assumed By a Person Who Instructs a Futures Broker To Enter Into a Futures Contract.**

The Client, having given instructions to enter into futures or options contracts on the Client's behalf, must be prepared to:

- (a) Pay a deposit on each contract upon execution of an order to at least the minimum deposit set down by the relevant exchange or clearing house for the contract. A broker is entitled to call a higher deposit than a minimum set in order to protect its position as principal.
- (b) Pay on demand any calls made by the broker for margins (see Futures Contract above) to maintain the futures position (i.e. contract or set of contracts) held by the Client.
- (c) Deliver or take delivery of and pay the contract in full for, the commodities or securities described in specifications of any deliverable contract held by the Client which is still in force at the close of trading on the last day of trading.
- (d) Pay up any losses which are incurred as a result of a mandatory cash adjustment made on a cash settlement contract held by the Client which is still in force at the close of trading on the last day of trading in the relevant market.
- (e) Waive any interest on funds deposited with the broker, whether the deposits or margins or deposited for the purpose of trading futures and options contracts, unless the written agreement between the broker and the Client stipulates that interest is to be paid on such funds. (Note that interest is not paid on margins under such an agreement).
- (f) Take up the opposite position in the futures market from the resulting position held by the buyer of an option, if the Client has sold (i.e. granted) an option is exercised by the option buyer.

SECTION C: OTHER TERMS & CONDITIONS APPLICABLE TO DEALING IN SECURITIES & DERIVATIVES

1. REQUEST FOR ELECTRONIC PAYMENT (ePayment) FACILITY

1. The Client hereby requests and authorises IPS to credit all nett sales proceeds, contra gains and any other payments due to the Client after deducting all outstanding charges, contra losses and all monies due and payable by the Client to IPS arising from Transactions effected through the Client's Account into the Client's bank account.
2. The Client acknowledges and agrees that this ePayment facility is applicable for the Client's own bank account maintained in Malaysia only. Third party beneficiary is strictly prohibited.
3. The Client hereby undertakes to indemnify or refund to (as the case may be) IPS of any payments wrongly made to the Client or wrongly credited into the Client's bank account.
4. The Client hereby authorises IPS to release all or any of the information furnished herein to IPS' settlement banks for the purpose of effecting the Client's instruction for ePayment facility.
5. The Client agrees not to hold IPS responsible for any losses arising thereof and undertake to indemnify IPS at all times against all claims, losses or expenses incurred by IPS in connection with this instruction.
6. The Client agrees the above payment instruction shall remain in force until further notice by the Client in writing provided always that IPS shall be entitled to with or without prior written notice to the Client and at its sole and absolute discretion vary any of the mode or manner of payment to the Client.

2. REQUEST FOR ELECTRONIC STATEMENTS (eStatement)

1. The Client hereby authorises and requests IPS to allow the Client to access to all the Client's Contract, Contra, Daily Statement(s), monthly statements and/or other statements ("eStatement") via IPS eStatement Portal subject to these terms and conditions.
2. In consideration of IPS agreeing to the Client's request for accessing eStatement via IPS eStatement Portal, the Client hereby consents to and confirms the following:-
 - a. The Client accepts and assumes the risks associated with electronic or online devices, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communication or any other cause beyond the control of IPS or anticipation and/or inherent risks in receiving eStatement.
 - b. The Client understands the risks involved in communication over the internet and the Client shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein.
 - c. The Client acknowledges and agrees that in the event of system failure where the eStatement at IPS eStatement Portal is inaccessible by the Client, the eStatement will be sent to the Client via the Client's designated email address and/or in hard copy via post to the Client's latest correspondence address maintained with IPS.
 - d. The Client understands and agrees that the email address will also be updated in the Client's Account if the existing email address in the IPS record has not been updated. The Client undertakes to inform IPS of any change in the Client's email address in writing in order to facilitate the eStatement facility.
 - e. The Client agrees that this instruction shall be valid until written revocation is given by the Client to IPS. The Client also understands that IPS may cancel this service without providing any reason and/or prior notice to the Client.

- f. The Client shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection with IPS acceding to the Client's above request. The Client further agrees to indemnify IPS and hold IPS free from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which IPS may sustain, incur and liable to in consequence of or attributable to or arising from the Client's above request.

3. **Disclaimer**

The access to IPS eStatement Portal Services shall be governed by the terms and subject to these conditions including but not limited to the following:

Access

System response and access time may vary due to market conditions, system performance, communication lines and other factors. Access to the IPS eStatement Portal Services may be suspended in circumstances of system failure, maintenance or repair or for reasons beyond the control of IPS.

Information

Any information or services given or rendered shall not be taken as representing advice from IPS or an inducement to be relied upon to undertake any transaction and client are to rely at all times on client's own assessment of the information and the merits of any proposed transaction. IPS makes no warranty or representation, express or implied as to the information contained herein as to its accuracy, completeness, timeliness or otherwise.

Limitation of Liability

IPS shall not be liable for all and any losses, damages, expenses, costs or claims whatsoever, and howsoever caused or arising including but not limited to:

- a) the loss or unauthorised use of access codes;
- b) the unauthorised use of or access to the IPS eStatement Portal Services;
- c) any failure, downtime, crash, breakdown or malfunction of or defects, bugs or glitches in the IPS eStatement Portal Services, any software, computer system or mechanical or telecommunication equipment of IPS, any telecommunication network operator, any Internet service provider or any operator, vendor, supplier or provider of any communications used by IPS for the provision of the IPS eStatement Portal Services to the client;
- d) any delay, fault, failure or loss of access to or unavailability of the IPS eStatement Portal Services; and any delay or errors in the transmission of the Client's orders or instructions through the IPS eStatement Portal Services.

4. **Linked Web Sites**

IPS is not responsible and makes no representation and warranty with respect to the accuracy, timeliness, completeness, reliability and suitability of the content of the Website and any and all web sites and services linked to IPS eStatement Portal.

3. CLIENT'S TRUST ACCOUNT

1. The Client's trust account is subject to IPS' 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 Rules or of any judgment, injunction, order, decree or agreement or instrument binding upon the Client.
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:

- 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. For the avoidance of doubt, IPS shall credit the Client's trust account and give value to the payment or deposit made by the Client after:-
- (a) the Client has either updated IPS with the correct and complete details or alternatively notified IPS via telephone of such payment and IPS has reconciled the Client's trust account based on the details provided; and
- (b) any cheque delivered by the Client to IPS has cleared. The term "Available Funds" shall mean the net available sum of monies remaining in the Client's trust account on any relevant day as may be calculated or determined by IPS.
- 2.2 As and when any of the Client's purchase orders for shares, stocks or other securities/ derivatives have been executed by IPS on the Client's behalf on any day, IPS 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/ derivatives 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 Bursa Securities/Bursa Derivatives or any other relevant authorities, IPS shall be authorised to utilise the Earmarked Amount to settle the costs payable by the Client in connection with the said purchase.
- 2.3 The Client hereby authorises IPS to credit all proceeds due to the Client on the settlement of any sale order or settlement for all or any of the Client's shares, stocks or securities/ derivatives 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.
- 2.4 In addition and without prejudice to any other provisions herein, the Client hereby irrevocably and unconditionally, agrees, consents, directs and authorises IPS to utilise the Available Funds at any time and from time to time to set-off, repay, settle and discharge the following:
- (a) all monies due and owing by the Client to IPS under all of the Client's Accounts with IPS or otherwise due to IPS for any reason whatsoever (including monies due and owing by the Client to IPS in respect of the Client's other dealings and transactions with or through IPS); and
- (b) the client agrees to indemnify IPS for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by IPS in connection with the Client's Accounts or the Client's trading activities.
- 2.5 The Client hereby agrees IPS shall be entitled to determine and calculate the available limit for the Client's trades in securities/ derivatives in the manner determined by IPS 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/ derivatives.
- 2.6 The money placed in trust with IPS pursuant to the CMSA is placed with a financial institution approved under the Financial Services Act 2013 and the interest earned shall be deducted with an administration fee while the percentage of the net interest earned shall be notified to the Client by way of the monthly statements issued by IPS (applicable to Conventional Account(s) only). The money placed in trust with IPS pursuant to CMSA 2007 is placed with an Islamic financial institution approved under the Islamic Financial Services Act 2013 or Financial Services Act 2013 and the return earned shall be deducted with an administration fee while the percentage of the net return earned shall be notified to the Client by way of the monthly statements issued by IPS (applicable to Shariah Account(s) only).

- 2.7 Where applicable, IPS is authorised, but not obligated to, deal with the Client's money including placing the Client's money into short term deposits, money market instruments and unit trusts, if applicable, during the period prior to the Client's investment being effected or due for settlement. The Client hereby gives IPS the absolute right to deal with the interest income (applicable to Conventional Account(s) only) earned arising from such placement of the Client's trust money. Where applicable, IPS is authorised, but not obligated to, deal with the Client's money, including placing the Client's money into Shariah compliant short term deposits, money market instruments and unit trusts, if applicable, during the period prior to the Client's investment being effected or due for settlement. The Client hereby gives IPS absolute right to deal with the return (applicable to Shariah Account(s) only) earned arising from such placement of the Client's trust money. The Client agrees that the dealing of his money here shall be based on Qard (loan contract) basis.

4. DOMESTIC RINGGIT BORROWING PURSUANT TO FOREIGN EXCHANGE ADMINISTRATION POLICY OF BANK NEGARA MALAYSIA

1. The Client has been duly advised that investing in multi-currency securities and/or derivatives products listed on Bursa Securities, Bursa Derivatives or any recognized/ specified foreign exchanges, is deemed as investment in foreign currency assets. Such investment shall fall within the purview of Foreign Exchange Administration (“FEA”) Policy by Bank Negara Malaysia (BNM). Hence all rules, regulations and directives pertaining to investment in foreign currency assets are applicable.
2. In relation to dealing in multi-currency securities and/or derivatives via the securities and/or derivatives trading account maintained with IPS, the Client shall:
 - a. Ensure full compliance with all rules, regulations and directives in relation to FEA Policy by BNM as well as any subsequent variation, amendment and/or addendum thereof from time to time.
 - b. Be fully responsible to monitor the Client's own foreign currency conversion and investment in multi-currency securities and/or derivatives products transacted in the Client's Account.
 - c. Ensure that the Client's investment in multi-currency securities and/or derivatives shall be maintained within the FEA investment limits and requirements as imposed by BNM at all material times. In the event that the Client has domestic ringgit borrowing, the Client is thus allowed to convert up to RM1 million in aggregate as an individual client or up to RM50 million in aggregate for a corporate client on a corporate group basis per calendar year for investment in foreign currency assets.
3. Foreign currency assets include equity/portfolio investment abroad; loan to non-residents; foreign currency deposit onshore and offshore; and investment in approved foreign currency products marketed by licensed onshore banks, licensed international Islamic banks and any residents permitted by the Controller of Foreign Exchange.
4. Domestic ringgit borrowing refers to any ringgit advances, loans, trade financing facilities, hire purchase, factoring with recourse, financial leasing facilities, guarantee for payment of goods, redeemable preference shares or similar facilities in whatever name or form, EXCEPT:
 - a. Trade credit terms extended by suppliers for all types of goods and services;
 - b. Forward foreign exchange contracts entered into with licensed onshore banks;
 - c. Performance guarantees and financial guarantees;
 - d. One personal housing loan and one vehicle loan obtained from residents;
 - e. Credit card and charge card facilities;
 - f. Operational leasing facilities;
 - g. Factoring facilities without recourse; and
 - h. Inter-company borrowing within a corporate group in Malaysia.

5. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) & COMMON REPORTING STANDARDS (CRS) SELF-CERTIFICATION

1. The Client has been duly advised that IPS is required to document all the Client's tax residency status and hence the Client agrees to provide the tax residency status by completing the Self-Certification Form and returning to IPS accordingly.
2. In the event that IPS does not hear from the Client, the Client's address will be used to record the tax residency country.
3. The Client acknowledges that all information provided by the Client may be given to the Inland Revenue Board of Malaysia and they may exchange this information with tax authorities of other countries pursuant to inter-governmental agreements to exchange financial account information.
4. The Client declares that all statements made in the form are, to the best of the Client's knowledge and belief, correct and complete.
5. The Client undertakes to advise IPS within 30 days of any change in circumstances which affects or causes the information contained furnished to IPS to become incorrect or incomplete, and to provide IPS with a suitably updated self-certification within 30 days from such change with applicable supporting documents.

6. CONSENT FOR CREDIT REFERENCE CHECK

1. The Client hereby irrevocably consents and authorizes IPS to conduct credit checks, obtain and/or disclose any credit information relating to the Client from and/or to any party providing credit information to IPS (including without limitation any credit reporting agency, credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information) in relation to the Client's credit application or transaction with IPS for the purposes including (but not limited to) opening of account, credit evaluation, credit/account review, credit/account monitoring, debt recovery purposes, scoring solutions, employment evaluation and legal documentation and/or action consented to a contract or facility granted.
2. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit facility to be extended. This consent shall remain applicable as long as the Client maintains an account/loan/credit/any transaction with IPS.
3. Without prejudice to the generality of the foregoing provisions, the Client hereby agrees that in the event the Client defaults in settlement of any outstanding sum owing to IPS arising from the Client's dealing in securities and/or derivatives under the Client's account(s), IPS shall have the absolute unfettered right to circularise and/or disclose the Client as a defaulter or debtor (including but not limited to the Client's particulars, together with the outstanding sum) to any credit reporting agency, credit bureau or such other similar organisation or corporation as IPS deems fit.
4. This consent and confirmation also apply to the provision in the Personal Data Protection Act 2010, Common Reporting Standards (CRS) and Foreign Account Tax Compliance Act (FATCA) or any other laws that shall be passed from time to time in respect of similar matter.

7. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

1. The Client fully appreciates that IPS is required to comply with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFA"), which amongst others requires IPS to identify and verify source of funds especially when cash payments are made. Failure to comply may result in criminal sanctions against the Client and IPS reserves the right to freeze or terminate the Client's Account pending supply of all requested particulars and/or verification. In such an event the Client declares that the Client shall have no claim whatsoever against IPS.

2. The Client shall at all times ensure that all provisions pursuant to the AMLATFA be complied with in all transactions or matters whatsoever and howsoever arising whether directly or indirectly with IPS and covenants to provide IPS with all documents, private or official, as and when requested by IPS for purposes of identification to the satisfaction of IPS in a timely manner. In no event, shall IPS be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of IPS' exercise of its statutory duties under the AMLATFA for the time being in force.

8. TRADING IN FOREIGN SECURITIES & DERIVATIVES

1. As and when applicable, the Client authorises IPS to take all necessary and expedient steps to purchase and/or sell securities and/ or derivatives listed in any recognized foreign stocks/ specified foreign derivatives exchange ("**the said foreign trading activities**").
2. The Client further undertakes to abide by all laws, rules and regulations relating to the said foreign trading activities with the relevant foreign stock/derivatives exchanges, and shall keep IPS fully indemnified against any and/or all actions, claims, penalties, demands, losses, fines, costs, interests (applicable to Conventional Account(s) only), legal fees and expenses whatsoever made in anyway howsoever against or by IPS arising out of or incidental to all matters relating to the said foreign trading activities. The Client's indemnity shall continue in full force and shall continue to subsist hereafter notwithstanding the closure or suspension of the said foreign trading activities.

9. DEALING IN FOREIGN TRUST MONIES & SETTLEMENT IN FOREIGN CURRENCIES

1. The Client hereby instructs and authorises IPS:
 - 1.1. To maintain
 - a. the Client's deposit and/or placement of foreign currency;
 - b. all and/or part of the Client's sales proceeds arising from the Client's disposal of Foreign Securities/Derivatives effected in the foreign currencies in which the securities/derivatives are liquidated and/or disposed; and
 - c. all and/or part of the Client's foreign currency dividend, cash offer and/or interest payment arising from any corporate exercises in respect of the Client's Foreign Securities holding ("Foreign Trust Monies") with authorised Foreign Securities Brokers and/or any other Foreign Securities Brokers as appointed by IPS from time to time;
 - 1.2. To utilise client's Foreign Trust Monies towards the settlement of any of the Client's outstanding foreign position arising from any of the Client's dealing in Foreign Securities/Derivatives, including but not limited to the following:
 - a. Foreign Securities/Derivatives purchases traded in recognized/ specified foreign exchanges;
 - b. transaction costs, fees and/or charges due to IPS and/or Foreign Securities/Derivatives Brokers;
 - c. any outstanding foreign debit balances arising from the Client's dealing in Foreign Securities/Derivatives;
 - d. losses which may result from any fluctuation in the exchange rate of Foreign Securities/Derivatives due to conversion into Malaysian and/or another foreign currency as per the Client's written and/or verbal instructions conveyed to the Client's assigned Dealer's Representatives/ Registered Representatives for IPS further communication to the Foreign Securities/Derivatives Brokers; and
 - e. any service charge imposed by Foreign Securities/Derivatives Brokers for the maintenance of the Client's Foreign Trust Monies.
 - 1.3. To deal with the Client's Foreign Trust Monies in the manner IPS deems fit for settlement of any outstanding amount due as described in paragraph 2 above and IPS shall have the Client's full authority to instruct the Foreign

Securities/Derivatives Brokers over the usage and/or re-conversion of the Client's Foreign Trust Monies, including without limitation, to convert all and/or any part of the Client's Foreign Trust Monies into:

- a. a specific foreign currency as IPS and/or Foreign Securities/Derivatives Brokers consider necessary or desirable at the then prevailing spot rate of exchange of IPS and/or Foreign Securities/Derivatives Brokers (as conclusively determined by them) for purchasing that other currency with existing currency in the event that the Client's Foreign Trust Monies denominated in the specific foreign currency be insufficient to settle for the Client's specific Foreign Securities/Derivatives purchases; and/or
- b. Malaysian currency upon receiving the Client's written and/or verbal instruction communicated to the assigned Dealer's Representative/ Registered Representative for IPS further deposition into the Client's securities/derivatives trading account.

2. The Client hereby undertakes:

- a. to indemnify IPS, the Foreign Securities/Derivatives Brokers and their respective officers and associates at all times and keep IPS, the Foreign Securities/Derivatives Brokers and their respective officers and associates fully and completely indemnified and hold IPS, the Foreign Securities/Derivatives Brokers and their respective officers and associates harmless against all claims, demands, actions, fines, penalties and legal proceedings and whatsoever made against or charged or imposed upon the IPS, the Foreign Securities/Derivatives Brokers and their respective officers and associates by Bursa Malaysia Securities, Bursa Malaysia Derivatives, other Recognised/ specified Foreign Exchanges and/or any relevant regulatory bodies (local and/or foreign) or authority or any person, firm or corporation whatsoever arising from or in connection with any act or omission done or omitted to be done by any person whatsoever in respect of or pertaining to the above request;
- b. to indemnify IPS, the Foreign Securities/Derivatives Brokers and their respective officers and associates the full cost and expenses incurred by IPS, the Foreign Securities/Derivatives Brokers and their respective officers and associates for such purchase of currencies;
- c. that the Client is fully aware of all the risks involved in placing Client's Foreign Trust Monies with the Foreign Securities/Derivatives Brokers due to foreign currency fluctuations and/or any other global effects on currency changes; and
- d. that the Client shall be fully responsible for any consequential losses arising from giving this authority.

3. This authorisation and indemnity shall be a continuing indemnity to IPS and to remain in full force and effect.

10. IPS ONLINE TRADING SYSTEMS

IPS has introduced a package of electronic investor services known as "IPS Online Trading Systems" for the trading of shares, stocks and other securities/derivatives (collectively, "eService"), listed on Bursa Securities, Bursa Derivatives and/ or recognised/ specified foreign exchanges for the exclusive use of its clients.

This section contains the additional terms and conditions applicable to the eService.

1.0 THE eSERVICE

1. IPS offers Online Electronic Trading System and any other facilities that may be introduced from time to time by IPS and the Client has the option to subscribe to any one or more or any combination of the abovenamed services.
2. IPS will provide any or all of the following menu options ("eService Menu") to the Client:-
 - a. Access to real-time quotes
 - b. Access to account information

- c. Buy or sell securities/ derivatives or to cancel or amend orders
 - d. Review business done
 - e. Access to key market indicators
 - f. Access to general news and all public listed company announcement
 - g. Access to company information/reports
3. Notwithstanding the above and to the eService and the eService Menu, IPS may at any time and from time to time, vary or change the list of eService and/or the eService Menu mentioned by adding, withdrawing or suspending any of the eService or eService Menu without giving any notice thereof to the Client. Any variation or change imposed by IPS pursuant hereto shall not in any manner affect the other terms and conditions stated herein.

2.0 INTER-FACE MODE

1. The Client agrees to utilise and inter-face with the eService by using one or any of the following modes:
- a. Touch-tone telephone
 - b. Modem-equipped terminal or personal computer, or
 - c. Any other medium of communication which IPS may, in its absolute discretion, adopt or introduce for use to its clients.
2. The Client agrees that should the Client experience any difficulties in using one of the inter-face modes listed above, the Client shall attempt to use alternative modes to communicate with IPS, 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 of the Client with IPS.
3. The Client further agrees that IPS 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 IPS.

3.0 NO GUARANTEE OR WARRANTY

1. The Client agrees that the data and message (collectively “**information**”) disseminated or provided through the eService or by any independent information providers obtained by IPS through third party sources is believed to be reliable. However, neither IPS 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 eService and that any reliance by the Client on the said information shall be at the Client’s own risk.
2. The Client agrees that neither IPS 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 eService 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 eService due either to any negligent act or omission by IPS or any disseminating party or to any “force majeure” event (including but not limited to flood, adversely inclement weather, earthquake or other acts 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 IPS 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 eService.
3. IPS does not warrant the merchantability or fitness of the eService 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 eService or any other aspect of the eService, 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 IPS 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 IPS to execute or cancel or amend such orders or by any inaccuracy, error or delay in any data, information or message furnished under the eService.

4.0 LIMITATION OF COMPANY'S LIABILITY

1. In addition to and not in derogation of any other terms of these terms and conditions, the Client agrees that neither IPS nor its information providers, licensors, employees or agents in providing the eService, shall not, in any event, be liable to the Client or any other party or parties having access to the eService whether with or without IPS' 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 eService or access to the Client's Account or any of the circumstances enumerated in paragraph 1 & 2 (see section Notification To Clients) below, notwithstanding that IPS had been advised of the possibility of such damages or losses.
2. The Client further agrees that neither IPS nor its information providers, licensor, employees or agents shall be liable for any loss resulting from a cause over which IPS has no 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.
3. IPS shall not be liable for all and any losses, damages, expenses, costs or claims whatsoever, and howsoever caused or arising including but not limited to:
 - a. the loss or unauthorised use of access codes;
 - b. the unauthorised use of or access to the eService;
 - c. any failure, downtime, crash, breakdown or malfunction of or defects, bugs or glitches in the eService, any software, computer system or Online Trading Systems or mechanical or telecommunication equipment of IPS, the Exchange, the clearing house, the central depository, any telecommunication network operator, any Internet service provider or any operator, vendor, supplier or provider of any communication used by IPS for the provision of the eService to the Client;
 - d. any delay, fault, failure or loss of access to or unavailability of the eService and any delay or errors in the transmission of the Client's orders or instructions through the eService.
4. IPS shall not be responsible to the Client if changes occur in any of IPS' facilities, operations, procedures, products relating to eService which:-
 - a. render obsolete the Client's Equipment or software,
 - b. require modification or alteration to the said equipment and software ; or
 - c. otherwise affect performance of the said equipment or software.
5. IPS will use reasonable endeavors to maintain internet presence for the trades. IPS however cannot guarantee continuous, uninterrupted use during trading hours, especially where IPS must carry out routine maintenance, repairs, reconfigurations or upgrades and in circumstances beyond its control.

6. Further neither IPS nor any other party has any control over the Internet. The eService will not be error free, uninterrupted and will be variable and there cannot be any assurance that the eService remain confidential and intact.

5.0 TRADING ORDERS AND CANCELLATION REQUESTS

1. The Client agrees that any order received by IPS 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 may have been issued by a third party, whether authorised or otherwise and IPS shall not be obliged to investigate the authenticity or authority thereof.
2. The Client agrees that the confirmation of the receipt and/or execution of an order initiated by the Client through the eService as reflected in Trade Confirmation View or any other on-screen confirmation shall be binding on the Client and deemed conclusive of : -
 - a. the receipt by IPS of the order; and
 - b. that the content of such order is as received by IPS; and
 - c. that such order may be relied and acted on by IPS without further reference to or verification from the Client.
3. The Client agrees to review the Trade Confirmation View or any other method of on-screen confirmation used by the eService and/or any business done to ascertain that the said order was correctly received by the eService and that a transaction reference number has been duly issued immediately through the eService upon placing an order to buy or sell.
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 IPS, 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. The Client agrees that a request to cancel an earlier order is not guaranteed by IPS 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 lapsed to effect the countermand order.
6. The Client agrees that IPS has the right to cancel the Client's unmatched orders in cases where IPS finds that the order violates any of the Rules of Bursa Securities and/or Derivatives.

6.0 LICENSE AND TITLE TO INFORMATION / PROPRIETARY RIGHTS

1. Subject to these terms and conditions, IPS grants to the Client a personal, non-exclusive, non-assignable and non-transferable license to use and display the eService's software or website (whichever is applicable) ("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 the license granted or the Software. Any attempt to assign or transfer any of the rights, duties or obligations hereunder shall render the license null and void.
2. The Client agrees that IPS, Bursa Securities, Bursa Derivatives and participating information providers retain a proprietary right on the information disseminated through and/or provided by the eService. The Client further agrees that it shall not reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner whatsoever without the express written consent of IPS nor use the information for any illegal purpose.
3. The Client agrees to protect contractual and statutory rights of IPS, Bursa Securities, Bursa Derivatives and participating information providers in or to the information furnished under the eService and in the eService 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

1. The Client acknowledges and agrees that neither the eService nor the information provided thereunder is intended to, amounts to or constitutes tax, financial or legal advice. Although the eService 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 IPS and neither does IPS warrant the accuracy stated in any manner of the opinions, information or recommendations. No reliance by the Client on the matters abovementioned should give rise to any claim whatsoever. The eService shall not be construed as amounting to offers, invitations or solicitations to buy or sell the securities/ derivatives concerned.
2. The Client acknowledges and agrees that IPS 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 eService and executed by IPS pursuant thereto are made at the Client's sole and absolute risk.
3. The Client acknowledges and agrees that the Bursa Securities and Bursa Derivatives are the regulatory supervisory authority of IPS and that Bursa Securities and/or Bursa Derivatives 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. IPS also reserves the right to examine, inspect and scrutinize the Client's terminal for audit purposes as and when IPS deems fit subject to such examination inspection and service scrutinization being carried out at reasonable hours. The Client agrees that it shall not hold IPS liable for any liability and/or losses that may occur as a result of the actions and omissions carried out by IPS and/or Bursa Securities and/or Bursa Derivatives.

8.0 NOTIFICATION BY CLIENT

1. Without prejudice to paragraph 1 & 2 (Trading Orders & Cancellation Requests) herein, the Client agrees that it shall notify IPS 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: -
 - a. any loss or theft of the PIN or password; or
 - b. any unauthorised use of any of the Client's PIN or password or of the eService or any information obtained thereunder; or
 - c. any failure to receive a confirmation through the eService that an order initiated by it through the eService has been received and/or executed; or
 - d. any failed or incorrect receipt of an order initiated by the Client through the eService upon the Client's review of the Trade Confirmation View of the eService.
 - e. 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 IPS reserves the right to determine the validity of the Client's objection to a transaction arising from, but not limited to the above.

2. Should the Client fail to notify IPS in the time specified above of the occurrence of any of the above incidents, neither IPS 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

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. The Client further accepts full and absolute responsibility for all orders entered through and under the assigned PIN or password and account number and any orders so received by IPS shall be deemed to have been received from the Client.

10.0 FEE

The Client agrees that IPS may impose additional fees in relation to the provision of the eService, subject to obtaining the prior agreement of the Client. In the event the Client is not agreeable to IPS imposing the additional fee, IPS shall have the option of terminating the eService immediately without further notice to the Client.

11.0 TAXES

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

12.0 RESTRICTION IN USE OF SERVICE

1. IPS reserves the right to determine whether the Client is to trade via any of the eService on Ready Basis contracts as provided for by the Rules of Bursa Securities and/or Bursa Derivatives and/or recognised and/ or specified foreign exchanges.
2. The Client shall not be entitled to use the eService offered by IPS if there exists any restriction whatsoever on the Client's Account either imposed by IPS or by any relevant authorities, including but not limited to cash up-front restriction.
3. The Client acknowledges and agrees that IPS shall not be held responsible for any failure to provide the eService, including the execution of any order whether or not arising out of any restriction imposed on the Client's Account.

13.0 DEPOSIT

1. IPS 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 eService as security for the due performance and observance of these terms and conditions or any other terms and conditions applicable to the Client under the application form or otherwise. It shall be in the absolute discretion of IPS 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. As for Shariah Account(s) the security deposit in the form of Shariah shall always be placed in Shariah compliant account. The equity to be placed as security shall always be Shariah compliant securities.
2. IPS reserves the right to require the Client to maintain a minimum balance at any one time in the Client's Account. It shall be at the absolute discretion of IPS to determine the quantum of the said minimum balance to be so maintained from time to time. IPS shall be entitled to terminate the eService immediately without further notice to the Client if the Client fails to maintain such minimum balance as required by IPS.
3. IPS shall not be held responsible or be liable for any failure to provide the eService arising out of such failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by IPS.

14.0 INDEMNITY

The Client hereby agrees to fully and effectively indemnify IPS and hold IPS 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 these 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 eService by the Client. This obligation of the Client to indemnify IPS shall remain in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the eService or the Account of the Client.

15.0 TERMINATION OF RIGHT OF ACCESS

1. Notwithstanding anything herein to the contrary, IPS may at any time, in its absolute discretion terminate forthwith the Client's right of access to the eService 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 of these terms and conditions in any manner whatsoever whether by the Client or by any other person(s) whomsoever.

2. In the event of such termination by IPS, IPS 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.

16.0 ADDITIONAL PROVISIONS

The access to or use of the website of IPS, www.paconline.com.my/ www.interpac.com.my (“Website”), or the eService shall be governed by terms and subject to conditions including but not limited the following:

Access

System response and access time may vary due to market conditions, system performance, communication lines and other factors. Access to the eService may be limited during peak demand periods, market volatility or may be suspended in circumstances of system failure, maintenance or repair or for reasons beyond the control of IPS.

Information

Any information or services given or rendered shall not be taken as representing advice from IPS or an inducement to be relied upon to undertake any transaction and the Client is to rely at all times on the Client’s own assessment of the information and the merits of any proposed transaction. IPS makes no warranty or representation, express or implied as to the information contained herein as to its accuracy, completeness, timeliness or otherwise.

Investment Advice

Any advice, suggestions or recommendations, if so given or made by IPS’ Dealer’s Representative/ Futures Brokers Representatives, employee, officer, or agent, shall be deemed to have been made by the Dealer’s Representative/ Futures Brokers Representatives, employee, officer, or agent concerned in his own capacity. The Client is solely responsible for the Client’s investment decisions and IPS shall have no liability or responsibility whatsoever in respect of any losses suffered or incurred by the Client as a result of or arising from such advice, suggestions, recommendations or information.

Linked Web Sites

IPS is not responsible and makes no representation and warranty with respect to the accuracy, timeliness, completeness, reliability and suitability of the content of the Website and any and all websites and services linked to www.paconline.com.my/ www.interpac.com.my.

Research

IPS does not warrant accuracy or completeness of information in the research report obtained from sources and does not accept liability for any loss arising from the use of such report. All IPS’ opinions and estimates expressed therein reflect the subject matter as of that particular date and are subject to change without notice. These research reports are for information only and should not be construed as an offer or solicitation for the purchase or sale of any security.

Stock Portfolio Disclaimer

Stock portfolio is solely for information purposes and should only serve as a guide and should not be relied upon in anyway. The stock portfolio shown may not reflect the correct status, hence it must not be regarded as a conclusive representative of the actual stock portfolio in the CDS Account. IPS does not verify any data and disclaims any obligation to do so.

IPS:

- a. shall not be liable for any errors, omissions or other defects in, delays or interruptions in such data or for any action taken by the Client in reliance thereon;
- b. expressly disclaim the accuracy, adequacy or completeness of any data in the stock portfolio; and
- c. no liability whatsoever for any losses or damages suffered whatsoever in respect of such disclosure of the stock portfolio to the Client through IPS, including but not limited to the use of or reliance on the stock portfolio information and execution of sale orders by the Client due to the inaccuracy of the stock balances

provided via this computer system. As such, the Client has been advised to and shall verify the accuracy of all information held by the Client prior to the Client's trade execution, as well as maintaining correct records of the stock portfolio at all times.

17.0 TRADING THROUGH THE DMA INFRASTRUCTURE

In consideration of IPS allowing the Client to and continue to utilize and have access to the Electronic Trading Services (hereinafter referred to as 'eService'), the eService shall be subject to the following terms and conditions.

1. The Client is to note that :-
 - a. the eService (as defined in the Terms and Conditions of IPS Online Trading Systems) may be accessible through software, platform, portal or infrastructure (including DMA Infrastructure) proprietary or licensed to IPS and/ or in the operation, possession, control or maintenance by IPS and/ or any corporation related to IPS and/ or independent third party vendors or independent third party service providers.
 - b. there are/ will be pre-set mandatory risk filters imposed by Bursa Securities/ Bursa Derivatives from time to time and/ or IPS has the sole discretion to impose new and/ or additional pre-set mandatory risk filters from time to time (including but not limited to filters in respect of cash positions, order limits, positions limit, trading permissions, price limit and manipulation) for the validation of DMA orders (hereinafter referred to as "the Specified Parameters for DMA Orders"). Thus, the Specified Parameters for DMA Orders may be varied and/ or amended by IPS from time to time with or without prior notice to the Client. Should the Client breach any of the terms of the said Specified Parameters for DMA Orders, IPS shall have the right to reject the relevant order(s).
 - c. IPS has the discretion and right to reject any DMA order if in its absolute discretion there are grounds for doing so and shall not be bound to furnish the Client with any reason thereto.
 - d. The Client is required to log off from the eService when no longer in use, failing which IPS shall exercise its discretion to log off the Client's access automatically after predetermined time as set by IPS without any prior warning or notice. IPS shall not be responsible for any loss, claims and/ or damages incurred arising from such termination and logging off.
 - e. Bursa Securities and/or Bursa Derivatives and any other regulatory bodies may from time to time impose guidelines, directives or other directions and limitations on the use of the eService, and the Client undertakes to comply with the terms of all such guidelines, directives or other directions and limitations, insofar as the same may be applicable to the Client, to act in such a way so as to not cause IPS to be in breach or likely to be in breach or default of the said guidelines, directives or other directions and limitations. The Client agrees that IPS shall be entitled to impose the same or similar limitations or variations to the use of the eService by the Client, as that imposed on IPS by Bursa Securities and/or Bursa Derivatives and any other regulatory bodies from time to time.

THIRD PARTY INDEPENDENT VENDORS AND RELATED COMPANIES

2. Under the eService:-
 - a. where the eService relates to any access through software or infrastructure which are proprietary or in the possession or control of any third party independent vendor or any corporation related to IPS (hereinafter referred to as "the Third Party"), the Client consents to IPS' disclosure to the Third Party on a need to know and confidential basis of any information and/ or documents pertaining to the securities or the conduct of the Client's account(s).
 - b. where the provision of such eService is subject to the Third Party's terms and conditions or restrictions, the Clients are to at all material times comply with such terms and conditions or restrictions as may be communicated to the Client from time to time.

- c. IPS makes no representation or warranty, express or implied or statutory of any kind or manner in respect of any of the Third Party's software or services and shall not be liable for any claim or demand howsoever arising from or relating to thereto.

WARRANTIES & THE CLIENT'S UNDERTAKINGS

- 3. The Client warrants that the Client has knowledge of:
 - a. the process for submission of orders using the eService, including through the use of the DMA Infrastructure;
 - b. the relevant Rules of Bursa Securities/ Bursa Derivatives and laws relating to the operation of the Client's account(s) and the trading activities.

(hereinafter collectively referred to as "the Online Trading Requirements"); and the Client acknowledges that IPS has agreed to permit the use of the eService by the Client on the basis of and in reliance upon these warranties.

- 4. The Client shall, when requested by IPS and/ or Bursa Securities/ Bursa Derivatives, furnish to IPS and/ or the Bursa Securities/ Bursa Derivatives written confirmation (hereinafter referred to as "the said Confirmation") that the Client has requisite knowledge of the Online Trading Requirements, in a format acceptable to IPS and/ or Bursa Securities/ Bursa Derivatives.
- 5. The Client undertakes to promptly notify IPS in the event that the warranties above and the said Confirmation become untrue, and authorises IPS to inform Bursa Securities/ Bursa Derivatives that the said Confirmation has become untrue. The Client is aware and agrees that in such circumstances, IPS may suspend and/ or revoke the use of the eService.
- 6. The Client will be responsible for obtaining and maintaining their own compatible computer system being all such equipment, software and communications lines including any public lines and/ or all relevant licenses required by Clients to properly access the eService (hereinafter referred to as "the Client's Equipment"). IPS shall have no responsibility or liability with respect to the Client's Equipment and/ or in the event that such installation of the Client's Equipment affects the performance of the eService howsoever arising.

SECTION D: OTHER MISCELLANEOUS TERMS & CONDITIONS

1. Regardless of whether the Client has executed the required documentation, the Client will be deemed to have agreed to these terms and conditions herein if the Client commences to trade through IPS or to use any of the services set out in these terms and conditions. For the avoidance of doubt, all such transactions executed on the instructions of the Client will be governed by these terms and conditions.
2. IPS shall not be held liable to the Client for or be liable to the Client for any claims, costs, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance, or non-performance of any of the obligations of IPS under any agreement with the Client by reason of any cause beyond the control of IPS, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modern connection, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or Clearing House, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of IPS' support or solutions partners or any other disturbances, war, terrorist attacks or events, hostility, riot (insurgency or otherwise), civil commotion, requisition by any government or any 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 such as fire, flood, frost, storm, explosion, tsunami, earthquake, typhoon, tornado or landslide.
3. Except as otherwise provided in these terms and conditions and to the fullest extent permitted by the law, the provisions in this paragraph 3 set out IPS' entire liability to the Client, including matters in respect of:
 - a. any breach of its obligations in relation to or in connection with or arising under these terms and conditions including without limitation any loss or damage resulting from or due to:
 - i. any errors or defaults of any kind in accepting or acting on or executing any instructions given by the Client or in relation to or in connection with any matter relating to Transactions or the provision of the services by IPS or the custody of the securities or any transaction made or purported to be made or the payment and crediting of funds or monies;
 - ii. any act failure or omission or delay on the part of IPS, its nominee, agent, sub-agent, officer, employee or other authorised person in the provision of any of the services or facilities, and
 - b. any representation, statement or tortious act or omission (except fraud and fraudulent misrepresentation) including negligence arising under or in connection with these terms and conditions.
 - i. IPS' maximum liability (including, without limitation, tortious liability (if any) for damages, losses, costs or expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of IPS' obligations under these terms and conditions) suffered or incurred by the Client, including but not limited to those arising under or in connection with the matters set out in paragraphs (a) and (b) above shall be limited to the amount of RM5000;
 - ii. IPS shall not be liable to the Client in respect of any loss of profits or goodwill, or any direct (save as provided in these terms and conditions), indirect or consequential losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Client as a result of any action brought by a third party, even if such losses, costs or expenses are reasonably foreseeable or IPS had been advised of the possibility of the Client incurring the same;
 - iii. The Client is aware that circumstances could arise in which the Client's remedies set forth in these terms and conditions may be or appear insufficient to the Client. The Client agrees that the limitations on liability specified in this paragraph 3 shall survive and apply even under such circumstances. In the light of the overall agreement reached hereunder, the Client has agreed that the remedies and limitations on liabilities set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration including the fees, commission, brokerage charges and other charges payable in accordance with these terms and conditions and the availability and costs of insurance with respect to the said risks.

4. Any notice or communication which may be given hereunder shall be in writing and deemed duly given to the other party:
 - a. if delivered by hand, shall be deemed to have been served at the time when it is delivered; or
 - b. if sent by ordinary post to the mailing address as stated hereunder or at the last known address, shall be deemed to have been served at the time when it is delivered if by hand or if posted three (3) days from the date it is posted; or
 - c. if delivered electronically to an email designated by a party, shall be deemed to have been delivered when the sender receives an automated message confirming delivery, or 10 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first. Provided Always that an individual associated with an email address ceases to work in the role specified or ceases to work for IPS and IPS fails to notify the Client of an alternative email address, notices sent by email to a manager or equivalent level personnel of IPS are deemed compliant with the notice obligations under this paragraph.
5. These terms and conditions shall be read together with all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the Securities Commission, Bursa Securities, Bursa Derivatives, Bursa Clearing, Bursa Depository, BNM and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Malaysia (collectively, “**applicable laws**”). In the event of any conflict between these terms and conditions and any applicable law, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
6. Notwithstanding anything contrary contained herein, the Client agrees that the service of any documents and/or legal process which includes pleadings, all forms of originating process, interlocutory applications of whatever nature, affidavits, orders and such other documents which are required to be served under the applicable laws (including without limitation the Rules of Court 2012, Companies Act 2016, Insolvency Act 1967 and Debtors Act 1957) and the rules made thereunder may be served by prepaid registered post sent to the address as given by the Client in the application form or the new address as provided and shall be deemed to have been duly served and duly received by the client upon the expiry of three (3) days after the same is effected.
7. Failure or delay on the part of IPS to insist in any one or more instance upon the performance of any provisions contained herein shall not be construed as a waiver or relinquishment of any of IPS’ right to future performance of such provisions or any of the Client’s obligation.
8. 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.
9. In the event of any default or breach of any of the provisions herein by the Client, without prejudice to any other rights and remedies available to IPS hereunder or at law, IPS shall be entitled (or any time thereafter) to commence legal proceeding to recover the Client’s debts with IPS, and the Client shall be responsible to bear all of IPS’ legal costs/fees (on a solicitor and client basis) and all disbursements incurred by IPS as a result of IPS bringing or commencing any legal action against the Client for the purpose of recovering any money due and owing by the Client to IPS and/or for the enforcement of any of IPS’ rights herein.
10. The Client hereby declares and agrees that a certificate and/or statement duly certified by any of the officers or senior management of IPS as to the money and liabilities for the time being incurred or due to IPS by the Client shall be final and conclusive evidence of the Client’s indebtedness to IPS and shall be binding on the Client at all and any time and/or in any legal proceedings against the Client or the Client’s heirs, personal representatives, administrators and/or successors-in-title and assigns.
11. The Client hereby declares and agrees that so long as any money/liabilities remain owing/outstanding or contingent, IPS shall have a lien therefor on all monies now or hereafter standing to the Client’s credit with IPS on any account (without prejudice to any and all rights which IPS may otherwise have under any statute or common law or in equity) and IPS shall also have a lien on any stocks or share certificates or other securities (whether comprised in the Account

or otherwise) and/or other property belonging to the Client or under the Client's control which have been deposited/pledged with IPS for any purpose or in any CDS account which the Client have a legal or beneficial interest. Upon the Client's failure to satisfy any of the outstanding amount/liabilities (whether actual or contingent or jointly with any other party) when due or on demand, IPS shall be further entitled to and is hereby irrevocably authorised to sell or otherwise dispose of any or all of the said stocks, share certificates, or other securities or property upon giving the Client seven (7) days' notice and to apply the proceeds of the sale to satisfy any money owing and/or any liabilities still outstanding.

12. The Client hereby agrees that IPS may in 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 these terms and conditions and if the Client continues the usage of the Account it shall be deemed that the amendments, variations or changes have been consented to by the Client.
13. These terms and conditions and performance hereunder by the parties shall be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby submit to the exclusive jurisdiction of the Courts of Malaysia in all matters connected with the obligations and the liabilities of the parties under these terms and conditions.
14. Time wherever mentioned shall be of the essence of these terms and conditions.
15. The Client shall not assign or transfer any of the Client's rights or obligations under these terms and conditions or any contract thereunder, except with the prior written consent of IPS. The Client hereby expressly gives consent to IPS to assign or transfer any of IPS' rights and obligations under these terms and conditions or any contract thereunder to any other party.
16. The Client shall, upon notice from IPS, forthwith pay all stamp duties, fees, costs and expenses in connection with or incidental to these terms and conditions.
17. Except as specifically permitted in these 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 IPS that such waiver, alteration, modification or amendment shall take effect and bind both of the Client and IPS.
18. The Client further agrees that these terms and conditions, inclusive of any application form, constitutes the complete statement of the Client's agreement with IPS in respect of the opening of the Account and that this agreement does not include any prior or contemporaneous promises, representations or descriptions regarding the opening of the Account even if they are contained in any materials provided by IPS.
19. The Client hereby irrevocably consents and authorizes, and where the Client is a corporation, confirms that it has duly obtained its directors, shareholders, officers and/or such other relevant persons' consent and authority, for IPS:
 - a. to be provided information (inclusive of relevant personal information of the said directors, shareholders, officers and/or such other relevant persons) as may be required by IPS for processing pursuant to the Personal Data Protection Act 2010, including for use and purpose of trading in securities and/or futures contracts in accordance with the terms hereof;
 - b. to carry out the necessary reference checks, including but not limited to credit reference to further ascertain the status of the Client, its directors, shareholders, officers and/or such other relevant persons;
 - c. to disclose the personal information to the relevant authorities and parties for the transactions contemplated herein;
 - d. for IPS and its related companies and affiliates to collect, record, hold, use and store it as they may require.

The Client agrees to undertake the responsibility to update IPS in writing should there be any change to the personal information relating to the said directors, shareholders, officers and/or relevant persons. Should the said consent and/or authority be subsequently revoked by any of the said directors, its shareholders, officers and/or relevant persons, the Client agrees that IPS shall have the right to terminate this Agreement immediately or to discontinue or not provide any of its services that is linked to such personal information.

20. These Terms and Conditions shall, upon acceptance by the Client, be legally binding on the Client and the Client's heirs, personal representatives, administrators and/or successors-in-title and assigns.
21. If the Client is an individual, the Client's executor or administrator shall be the only person recognised by IPS as being the Client's successor in the event of the Client's death or incapacity. Upon the Client's death, IPS is entitled to retain any securities or any sums standing in credit in the Account until such time that the Client's successor produces to IPS evidence, to the satisfaction of IPS, that the relevant court or authority have appointed the Client's successor to deal with the Client's affairs and property.
22. In these terms and conditions:
 - a. The headings are for ease of reference only and shall not affect the interpretation hereof;
 - b. Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing a person shall include a company or corporation and vice versa;
 - c. All references to a statute, or any Section of, or other provision of a statute, includes any modification, extension or re-enactment thereof in force at any particular time and all regulations, rules, orders, directives, notices and other instruments then in force and made under or deriving validity from the relevant statute or Section;
 - d. Any reference to these terms and conditions or any other written agreement, document or instrument mentioned in these terms and conditions shall mean these presents and any supplemental or ancillary document or agreement thereto as may be in force from time to time or at any time;
 - e. No rule of construction applies to the disadvantage of a party because the party was responsible for the preparation of these terms and conditions or any part of it.

PERSONAL DATA PROTECTION NOTICE

In accordance with the Personal Data Protection Act 2010 (“PDPA”) and our commitment to safeguard and protect our clients’ personal data, this notice sets out the manner of how client personal data will be processed by Inter-Pacific Securities Sdn Bhd (IPS) and its wholly-owned subsidiaries, Inter-Pacific Equity Nominees(Asing) Sdn Bhd and Inter-Pacific Equity Nominees (Tempatan) Sdn Bhd. We encourage the client to periodically review this Notice on a regular basis for updates and changes as IPS reserves the right to amend this Notice from time to time.

WHAT KIND OF PERSONAL DATA WILL BE COLLECTED AND HOW DO WE COLLECT IT

Personal data which may be collected from client include client’s name, NRIC/Passport number, gender, addresses, contact numbers, email address, employment and financial information, as well as information on client’s spouse or immediate relatives. These are collected through any of the following methods:-

- a. Personal data which are directly provided by the client by way of application forms or agreements;
- b. Personal data may be obtained by IPS from publicly available sources;
- c. Personal data related to the client transactions with us or our affiliates;
- d. Information that the client has provided to IPS on IPS websites;
- e. From third parties such as credit reference agencies or from any other sources as IPS considers appropriate;
- f. Any other sources which client have given client’s consent to disclose information relating to the client and/or where not otherwise restricted.

PROVISION OF INFORMATION

As a client, client have the right in deciding the information that client wish to provide, IPS may require the client to provide IPS with the mandatory information which IPS may deem relevant from time to time to enable us to process clients application and offer IPS facilities, products and services to the client. If client choose not to provide the same, IPS may not be able to process and provide the facilities, products and services to the client.

PURPOSE OF COLLECTING PERSONAL DATA

The personal data provided by client shall be used in the ordinary course of our business which may include the following purposes:

- a. The processing of client application for IPS facilities, products and services, including identification verification;
- b. Assessing or verifying client’s credit worthiness (ie: ongoing credit worthiness) and/or facilitate client’s dealings in respect of credit facilities;
- c. To communicate or respond to client’s enquiries and resolving any services issues or complaints;
- d. To provide client with information on products and services offered by IPS and/or IPS business partners;
- e. For purposes of cross selling, marketing and promotions with IPS strategic partners;
- f. To comply with regulatory requirements and provide assistance to law enforcement agencies;
- g. For enforcement of IPS rights and obligations;
- h. Developing financial products and services;
- i. To improve and develop IPS services and quality assurance; and

- j. Any other purposes as permitted by applicable law and for any other incidental and associated purposes relating to any of the above.

IPS retains personal data for as long as necessary as permitted by applicable law for its legitimate business purposes or otherwise destroyed and/or deleted from IPS records and systems in accordance with our retention policy in the event such data is no longer required for the said purposes.

DISCLOSURE OF CLIENT'S PERSONAL DATA

Client's personal data will not be disclosed to any third parties unless it is within the ambit of permitted disclosures under the prevailing laws/guidelines and/or clients have consented to such disclosure. IPS may disclose client's data to the following third parties:

- a. IPS agents, services providers, vendors and professional advisers acting on IPS behalf or appointed by IPS to act on IPS behalf;
- b. IPS strategic partner outside Malaysia for the purposes of providing client's services to trade in overseas securities if client choose so;
- c. Any corporations which may be associated with or related to IPS, including its holding, subsidiary, related and associated companies;
- d. Regulatory, government bodies or other authorities if required or authorised to do so to discharge any regulatory function under any law or in relation to any order or judgment of a court; and
- e. To IPS professional advisors including auditors, solicitors, accountants and/or other agents in connection with client's facilities, products and services.

IPS will also ensure that reasonable steps are taken by the above categories of parties to protect or maintain confidentiality of client's information disclosed to them.

CONSENT TO RETAIN AND DISCLOSE, RIGHT OF ACCESS AND CORRECT PERSONAL DATA

If Clients do not agree or are no longer agreeable to us retaining, holding or storing and disclosing to third-parties their personal data, or if they wish to exercise their right for access to their personal data and/or request for updating/correction of their personal data held by IPS, please submit the objection or request in writing via post or email to:-

- a. Mailing address:
Customer Services Department
Inter-Pacific Securities Sdn Bhd
West Wing, Level 13, Berjaya Times Square
No.1, Jalan Imbi
55100 Kuala Lumpur
- b. Email address: paonline@interpac.com.my
- c. Website: www.paonline.com.my/ www.interpac.com.my

BY PROVIDING PERSONAL DATA TO IPS, CLIENTS DECLARE THAT THEY HAVE READ, UNDERSTOOD AND CONSENTED TO THE PROCESSING OF PERSONAL DATA IN ACCORDANCE WITH THE NOTICE AND TERMS STATED HEREIN