Kenanga Investment Bank Berhad (197301002193 (15678-H))

CLIENT ACCOUNT
COMMON TERMS & CONDITIONS

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

1. AUTHORISATION

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

2. GENERAL

2.1 The Form and the Terms shall form an integral part of the contractual relationship between the Client and the Bank. The Bank's provision of Services to the Client shall be subject to the Terms, the contents together with the Terms in the Form and the Website Terms as well as any additional terms and conditions introduced by the Bank at its own discretion from time to time, including but not limited to terms and conditions on pledged Securities. The Website Terms shall be read together with and as part of the Terms and the Form.

2.2 Utilisation by the Client of any of the facilities and/or Services provided by the Bank shall be deemed as acceptance of the Terms regardless of whether the Client executes the Form. The provisions and contents in the Form shall continue to apply and subsist notwithstanding the cessation of use of any facilities or Services by the Client.

2.3 The Form and its Terms supersedes any other agreement, letters, correspondence (whether oral written, expressed or implied) entered into prior to the Form in respect of the matters dealt with in the Form.

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

2.5 The Client agrees to do all such acts and things and sign all such further documents in such form and upon such terms and conditions as may be required by the Bank and are acceptable to the Bank in connection with the Client's Account(s) in order to perfect or give effect to the terms and conditions herein. For corporate clients, the Client agrees to provide to the Bank the list of individuals who are the senior management of the Client. If the Client fails to provide this list of individuals, the Client agrees that the directors and the persons authorised to execute the Form shall be deemed to be the senior managment of the Client.

2.6 The Client hereby acknowledges that the Bank shall continuously perform checks and due diligence on the Client's Account(s) and the Bank has the absolute right to suspend or close the Client's Account(s) in the event that the Client has failed to provide the documents/information as requested under clause 2.5 above or for any other reasons whatsoever. The Bank shall not be obliged to provide the reasons to the Client for such suspension and/or closure of Client's Account(s).

2.7 For the avoidance of doubt, the Common Terms and Conditions for Islamic Stockbroking shall prevail over these Terms where the Client maintains an account under the Bank's Islamic Stockbroking.

3. COMPLIANCE WITH LAWS AND GUIDELINES

3.1 The Client shall be responsible to update and acquaint with the Bank's standard policies and practices (including the Bank's prevailing rates of fees, commissions and/or other charges) and standard terms of all products and Services provided by the Bank to the Client, or which have been made publicly available by the Bank, and all applicable laws.

3.2 The Client shall abide by all Laws and Rules including, without limitation, the Exchanges' Rules relating to: -
- 3.2.1 the operation of the Client's Account(s) and the Client's trading activities;
- 3.2.2 the provision of Services; and
- 3.2.3 all matters related to the transactions contemplated herein.

3.3 The Client agrees to comply with all Terms issued by the Bank from time to time. Notice of any variations or supplements to such Terms shall be deemed accepted by the Client: -
- 3.3.1 thirty (30) days after such variation(s) or supplements/supplemental term(s) has been posted on the KIBB Website and the Client uses or continues to use any of the Bank's Services or facilities. The onus of checking the KIBB Website for any variations or supplements/supplemental terms shall rest with the Client; or
- 3.3.2 fourteen (14) days after issuance of written notification to the Client; or
- 3.3.3 upon the activation or continuous usage of any trading/service transaction, facilities or Services of the Bank, whichever the earliest.

3.4 The Client shall at all times adhere to and comply with all applicable AMLA provisions with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with the Bank and in particular: -
- 3.4.1 shall disclose to the Bank the particulars of the ultimate beneficial owner of the account(s) in the event the Client is not the ultimate beneficial owner of the said Client's Account(s); and
- 3.4.2 shall provide the Bank with all relevant information and documents, as and when requested, for purposes of identification of the Client and verification of the Client's source of funds under the Bank's prevailing "know your client" procedures.

3.5 The Client agrees that it is subject to and governed by the requirements of the United States of America legislation known as the Foreign Account Tax Compliance Act 2010 ("FATCA"), and Common Reporting Standard ("CRS"). The Client authorizes the Bank to disclose Client's Account(s) as well as transactional information to any party(ies) required under FATCA and CRS, or to comply with FATCA and CRS and any arrangements thereto.

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

3.7 The Client represents and acknowledges that the Client has not offered, provided, given, issued, presented or instructed for any form of financial or non-financial remuneration, gift, benefit, reward and/or gratification of whatsoever form or type to any individual, employee, officer, manager, director or shareholder of the Bank and its group of companies or any other person having any influence on the decision making of the Bank or any of their spouse(s), children, siblings, parents or those persons defined as "Relative' in the Malaysian Anti-Corruption Commission Act 2009 ("MACC") either as "quid pro quo" exchange or as preferential reward for the opening of the Client's Account(s). In the event the Client has been approached by any employee, manager, director or shareholder or any other person having any influence on the decision making of the Bank, who is seeking some form of financial or non-financial reward, gift, present, commission for themselves in connection with the Client's Account, the Client shall:-
a) not accept, participate or be involved in any way whatsoever in any manner or form of function with such an approach; and
b) immediately report such incidents via https://www.kenanga.com.my/contact-us/speak-up and/or any other platform as notified by the Bank from time to time.

4. ORDERS & INSTRUCTIONS

4.1 Orders can only be given by the Client during BMSB trading hours or during the trading hours of the relevant Stock Exchange where global trading in Foreign Securities is applicable. For Electronic Trading, this condition is additionally subject to the CMSRLH assigned having activated his ordering system for Electronic Trading. Notwithstanding the above, the Bank shall have the absolute discretion to vary and alter the time period of such instructions or orders.

4.2 The Client hereby irrevocably and unconditionally authorizes the Bank to act on and/or accept all instructions, communications and/or orders given, through any mode of communication, which are reasonably believed by the Bank to have been issued by the Client, its agents or representatives notwithstanding that such instructions, communications and/or orders may have been given without the Client's authority. Provided the Bank has acted in good faith on such instructions, such instructions shall be binding on the Client. For the avoidance of doubt, the Bank shall not be under any duty to verify the identity of the person(s) giving those instructions or the accuracy or truth of such instructions.

4.3 Instructions and orders, once issued by the Client, may not be revoked or withdrawn by the Client without the express written consent of the Bank.

4.4 For corporate clients, the Client shall forthwith inform the Bank in writing should there be any change(s) to the person(s) authorised to transact or the authorized signatories' list of the Client. The Bank is not obliged to accept any instructions resulting from such alteration until and unless notice in writing has been received by the Bank.

4.5 All order(s) shall be deemed to be made at the time received by the Bank and in the format received. The Client acknowledges and accepts, without limitation or liability to the Bank, that when placing orders for Securities, there will be times when a quoted price will change prior to the execution of the order(s) due to market circumstances and that not all order(s) will be executed in chronological sequence with the order(s) being placed.

4.6 The Client may instruct the Bank to execute any orders or instructions via any mode acceptable to the Bank. However, in no event shall the Bank's relevant employee, officer, agent or representative be deemed to have received any instruction given or sent by the Client (including, without limitation, instructions or orders sent or given orally or by facsimile, instant messaging or other electronic means) unless and until such officer, employee, agent or representative affirmatively confirms its receipt. Any oral instruction accepted by the Bank shall not be deemed to violate any applicable law requiring any documents in relation to the sale or purchase transactions of Securities to be in writing (including but not limited to any statute of frauds or equivalent) and the Client waives any such defense.

4.7 The Bank shall be entitled to record all telephone calls relating to each transaction. The Client agrees to the use of such recordings and transcripts thereof by the Bank as evidence in any dispute between the Client and the Bank. The Bank is not obliged to maintain copies of such recordings and transcripts.

4.8 For corporate clients, unless specifically instructed otherwise, where telephone or electronic mail instructions are involved, the Bank may (but shall not be obliged to) rely on instructions purportedly given by only one authorized signatory notwithstanding the Bank's mandate or other authority may have provided that the Bank should act on the authority of any two or more of the Client's signatories.

4.9 It is the Client's sole responsibility to ensure that all orders and instructions communicated are accurate, correct and clearly transmitted.

4.10 The Bank shall not be liable to the Client for any losses or damages (whether direct or indirect) arising from any failure to receive or delay in receiving any order, instruction or communication issued by, for or on behalf of the Client nor for any delay, omission, interruption in transmission or wrongful interception of any order or instruction through any equipment or system.

4.11 The Client agrees that the Client must disclose the availability of Securities as tradeable balance for delivery purposes when instructing the Bank to execute a sell order and to deliver to the Bank promptly, any certificates, related valid transfer deeds and documents of title of Securities, where applicable, which the Bank has sold on the Client's behalf or ensure that the Client has "free Securities" in the Client's CDS account on the Settlement Due Date or accept that the Bank may effect a 'buy-in'.

4.12 In accordance with the Fixed Delivery and Settlement System ("FDSS") established under the BMSB rules and/or in compliance with any other Exchanges' Rules and guidelines, if the Client fails to make payment for any Securities purchased by the Bank on the Client's behalf pursuant to the Services or fails to deliver any Securities for which the Client is liable to deliver to the Bank on

the Settlement Due Date, the Bank shall be entitled to sell-out or buy-in such Securities as may be required to clear the Client's position with the Bank, without notice to the Client. Any selling-out or buying-in, as the case may be, shall be effected in accordance with the BMSB and/or any other Exchanges' Rules.

4.13 The Bank shall not be liable to the Client for any loss or damage suffered by the Client as a result of any fall or rise in the market price of the Securities between the first day the right to sell-out or buy-in, as the case may be, arose and the day the Bank actually sells or purchases the relevant Securities. The Client acknowledges that a prior demand or call shall not be considered a waiver of the Bank's rights under this clause. The Client shall indemnify the Bank for all losses incurred in respect of or arising from any liquidation or purchase of Securities as aforesaid.

4.14 Notwithstanding that all shares, stocks or other Securities in the Client's Account(s) are registered in the Client's name, the Client shall hold, dispose of or otherwise deal with the Securities in the manner prescribed and acceptable by the Bank and save and except for any act(s) of fraud or gross negligence, the Bank shall not be held liable for any reasons whatsoever by reason of prescribing such manner of disposal of or dealing with the said Securities should the Client suffer or incur any losses, liabilities, damages, claims, interests, charges, expenses, costs and/or any other adverse consequences resulting from such prescription by the Bank.

4.15 All instructions received by the Bank which the Bank in good faith believes to have been made by the Client shall remain effective for the protection of the Bank in respect of payments made/instructions implemented in good faith notwithstanding the death, bankruptcy, winding-up order/the revocation of any instructions by any means, until written notice with documents evidencing the death, bankruptcy, winding-up order/such revocation is received by the Bank.

4.16 The Bank makes no specific recommendation, advice or representation for any Securities or potential value or suitability of any transaction or investment strategy which are suitable for the Client's investment objectives, financial background and other particular needs. The Client acknowledges that the Client shall not in any event rely on any representation or advice by the Bank, its employees, CMSRLH and agents without the Client independently verifying the same and/or obtaining additional independent advice to determine that the representation, advice or information is accurate, truthful and reasonable to be relied upon. The Client acknowledges that instructions executed by the Bank are made at the Client's sole risk, and are accepted by the Bank on the basis that they constitute the Client's independent judgment. The Bank shall not be liable for any losses suffered by the Client arising from any execution of the Client's instructions and/or the Client's failure to exercise reasonable care and diligence.

5. CLIENT'S ACCOUNT(S) – OPERATIONS AND ADMINISTRATION

5.1 The Client hereby irrevocably and unconditionally authorises the Bank, to the extent permitted by law, to carry out any of the following: -

5.1.1 debit any of the Clients' Account in respect of any Indebtedness**;**

5.1.2 set off against any Client's Account(s) in or towards settlement of the Indebtedness or any part thereof;

5.1.3 suspend or close any of the Client's Account(s) without giving any reasons whatsoever;

5.1.4 offset, assign, hypothecate or otherwise deal with any securities, or any Client's Account(s) with a credit balance, including cash or securities as well as any monies receivable arising from dividend payment or corporate action, held on margin accounts or such securities pledged / charged (whether legally or equitably) as Collateral toward settlement of the Indebtedness or any part thereof. The Client hereby further authorizes the Bank to utilise part or all of any monies as may be held by the Bank under any trust relating to Client's monies (including monies paid into the trust account pursuant to Section 111 of the CMSA, as amended from time to time) to set-off the debit balance in any of Client's Account(s);

5.1.5 place the Client's name on any defaulter's list with any Foreign Exchanges pursuant to any of the Exchanges' Rules;

5.1.6 sell any Securities held in any of the Client's Account(s); and

5.1.7 without prejudice to any other remedies which the Bank may have (whether by operation of law contract or otherwise) and notwithstanding any settlement of account or other matter whatsoever, the Bank may without notice to the Client and at any time or from time to time at its sole and absolute discretion, combine, consolidate and/or merge all or any of the existing accounts of the Client including accounts in the name of the Bank or of the Client jointly with others wheresoever situate and set off or transfer any sum standing to the credit of any such accounts notwithstanding that such balances in such accounts may not be expressed in the same currency towards satisfaction of any of the Client's Indebtedness and/or any other moneys owing to Kenanga Group of Companies whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint and the Bank is hereby authorised to effect any necessary conversions at the Bank's then prevailing own rate of exchange or at such rate of exchange then available to the Bank.

5.2 As investment in Securities involves risk, the Client agrees that the Bank shall have the right at any time at its absolute discretion to limit any purchase or sales ordered by the Client and shall not hold the Bank liable for any loss arising from such limitation of purchases or sales ordered. The Client agrees that the Bank has the right to impose any security or deposit requirement on the Client to secure the purchase of any Securities deemed as high risk by the Bank at the absolute discretion of the Bank.

5.3 The Services to be provided by the Bank to the Client shall be solely for the Client's own purposes and the Client agrees not to extend the use of or access of any of the Services to any other party.

5.4 The Client hereby represents and warrants to the Bank that the Client has good title to such shares, stocks or other securities that the Client may sell through the Bank.

5.5 The Bank shall not be obliged to place any surplus funds in interest-bearing time deposit accounts.

5.6 Where the Bank is of the view, at its sole discretion, that the continued operation of the account(s) of the Client is not to the mutual benefit of the Bank and the Client, the Bank may forthwith close or suspend the Account. In the event of suspension, the Bank need not stipulate a time period for the suspension.

5.7 In the event of the failure of the Client to settle or deliver the securities to the Bank within the required time-frame for the trading of Securities, the Client authorizes the Bank at its absolute discretion to carry out such "selling-out" or "buying-in" of Securities to clear the Client's position with the Bank. Further, the Bank reserves the right to execute "force-buying" to close off the Client's intra-day short selling ("IDSS") position to prevent any breach of the BMSB rules, default or failed settlement. Notwithstanding

the above, the Client acknowledges and undertakes to be responsible in exercising diligence over the Client's IDSS order(s) and trade(s) entered by the Client and shall ensure such trades are settled by the equivalent number of buy trades prior to the closing off of the IDSS position. If the Client's position with the Bank remains uncleared after "force-buying" for the IDSS the Bank shall exercise its rights under the BMSB rules carry out "buying-in" thereafter.

5.8 The Bank reserves the right to appoint a CMSRLH or replace any CMSRLH that has been earlier assigned to the Client. The Client authorizes and empowers the CMSRLH assigned or the CMSRLH's authorized agents to handle any of the Client's Accounts (including the Client's trust account) to carry out the following functions in the name of the Client and/or on behalf of the Client or otherwise in the name of the CMSRLH or the CMSRLH's authorized agents to do and/or execute either jointly or severally as and when they shall deem fit, any of the following: -

5.8.1 collect from the Bank any cheques, monies and/or any other form of payment in respect of monies payable by the Bank to the Client; and/or

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

5.8.3 effect and/or make payment to the Bank or in the absence of specific instructions from the Clients, issue instructions for the deposit of any payment (whether by cheque, cash or desk top or online banking) for transactions carried out by the Client with the Bank including but not limited to securities purchased or monies deposited with the Bank; and/or

5.8.4 carry out all and any other matters (administrative or otherwise including enquiries on balance of CDS shares) relating to the Client's Account(s).

5.9 In consideration of the Bank acknowledging the authorisation given by the Client to the CMSRLH or the CMSRLH's authorised agents as set out in this Clause 5, the Client agrees to the following: -

5.9.1 the Client agrees to indemnify and keep indemnified, the Bank against any claims for losses arising from the acts or omissions of the CMSRLH and/or the CMSRLH's authorized agents howsoever arising in relation to the authorisation given in this Clause 5; and/or

5.9.2 the Client declares that the authorisation in this Clause 5 being given for valuable consideration shall be valid until or unless specific written revocation is received by the Bank from the Client and such notice of revocation is duly acknowledged by an authorized officer of the Bank; and/or

5.9.3 the Bank shall not be held liable for not exercising its right to execute the "force-buying" if the Clients IDSS trades remains uncleared after the end of the trading and thus resulting in breach of the BMSB rules, default or failed settlement and/or any losses, claims, costs, expenses incurred by the Client or the Bank as a result of such "selling-out", "buying-in" or "force-buying" and/or the Client's failure to comply with the closing off requirements of the IDSS.

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

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

5.12 All deposits placed with the Bank are not insured under the Malaysian Deposit Insurance System or Perbadanan insurans Deposit Malaysia ("PIDM").

Contra Trading Terms

5.13 Settlement by way of "contra" to set off outstanding purchase positions against outstanding sale positions of the same Securities for 'ready basis' contracts may be allowed at the discretion of the Bank. If so allowed, such settlement shall be further subject to the following terms:

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

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

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

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

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

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

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

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

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

5.14 The Client hereby unconditionally authorises the Bank or its officer, employee or agent to act on the Client's behalf: -
(a) to print out ad hoc statement(s) and any other statement(s) from or in relation to the Client's Accounts, and
(b) to perform or carry out balance inquiry(ies) of the cash, shares, stocks or other securities in the Client's Account(s).

6. LIMITS AND RESTRICTIONS

6.1 The Bank reserves the sole and absolute discretion in determining and varying the limit for the Client's Account(s) based on the Client's Collateral/Securities deposited and/or maintained with the Bank and/or any relevant internal policy of the Bank for the Client to trade in Securities. The Client's trading limit is available through the online trading portal known as KenTrade or any other online facility as notified by the Bank from time to time and/or obtained verbally through the Client's CMSRLH .

6.2 The Bank may, if in the Bank's absolute opinion, there are grounds for such refusal, exercise its right to refuse the Client's order and/or instruction and/or limit or suspend the trading activity or Services with respect to the Client's Account(s) without assigning any reason whatsoever. The Bank may, but shall not be bound to furnish the Client with any reasons for such refusal. The Client irrevocably and unconditionally authorizes the Bank (without any liability accruing to the Bank), in the absence of or in the event of delay in receiving instructions, information or documents from the Client in response to a request for the same, to refrain from carrying out any further acts for and/or on behalf of the Client.

6.3 The Bank is entitled at its sole and absolute discretion to require the Client to place any amount of Collateral (whether foreign and/or domestic) as deposit with the Bank prior to execution of any order or instruction. The Bank is entitled at its sole and absolute discretion to vary the amount of deposit to be deposited by the Client.

6.4 In the event the Client is in default of any of the Client's payment obligations hereunder, the Client hereby irrevocably authorizes the Bank to take all action including to act on the Client's behalf, to realize or sell so much of the Collateral or take all such action as the Bank deems fit (including but not limited to liquidation of the Collateral prior to its maturity or conversion of the same into other currencies) and in so doing, the Bank shall not be liable for any losses arising. The Bank is entitled to use its discretion in all aspects on sale or liquidation of the Collateral including matters relating to timing which may have an effect on the price(s).

6.5 Any proceeds remaining after deduction of all costs and expenses in connection therewith and payment of all amounts due hereunder, shall be paid to the Client. In the event such proceeds are insufficient to cover such payments, the Client shall pay to the Bank forthwith upon demand the amount of any deficiency.

6.6 The Client hereby authorizes the Bank to place the proceeds of any Collateral to the credit of any account with a view to preserving the Bank's rights to prove the whole of the Bank's claims against the Client and the Bank may apply any or all of such proceeds to such account, in order to fulfill the Client's obligation or liability to the Bank, as conclusively determined by the Bank.

7. PAYMENTS IN RELATION TO SECURITIES

7.1 The Client shall pay to the Bank, by the relevant and applicable due date, as the case may be, all and any losses, charges, penalties, fees, commissions, brokerage charges, trading losses, fines, debts, interests (at such rate as may be determined by the Bank from time to time before and after judgment), damages, expenses and costs (including solicitors' fees on a full indemnity basis) of whatever nature (whether actual or contingent) which the Bank may at any time or from time to time sustain, incur or suffer by reason of or as a consequence of or arising in any way out of or in connection with or incidental to:-
7.1.1 the opening and operation of all or any of the Client's Account(s) including but not limited to trading and settlement of any trades or investments carried out by the Client via the Client's Account(s); and/or
7.1.2 the provision of any services and/or facilities hereunder; and/or
7.1.3 any default arising from the Indebtedness of the Client.

7.2 Cheque(s) / banker's draft(s) issued as payment must be made payable to the Bank and must be correctly referenced to ensure that the Bank is able to identify the Client's payment and correctly allocate it to the Client's Account(s) for the referenced transaction. The Bank will not be held responsible where the Client issues payment which does not reference or correctly reference the payment or where payments are made payable to a third party's name. In making payments in the form of a cheque or banker's draft, the Client shall state clearly on the reverse side of the cheque / banker's draft the Client's name, account(s) number and nature of the payment, e.g. contract number, quantity and name of the securities, contra loss reference and such particulars as may be necessary to allow the identification of the purpose for which the payment is made. The Bank shall not be held liable for any cheque(s) / draft(s) that may be lost, misplaced or misappropriated if: -
7.2.1 such cheque(s) / draft(s) had been given by the Client to any person other than duly authorized personnel or CMSRLH of the Bank; and
7.2.2 the Client fails to obtain a receipt issued by the Bank.

7.3 The Client must take reasonable care and precautions to prevent theft and fraudulent alteration of cheques or banker's draft(s) in anyway and must notify the Bank immediately if the Client has not received receipt for the payment within fourteen (14) days of the payment date or if the Client has any cause whatsoever to suspect that the cheque has been misappropriated, tampered, stolen or altered. If there is some irregularity with the cheque or banker's draft(s) or its presentation (for example, the cheque or banker's draft has been materially altered by changing the amount), the cheque or banker's draft may be dishonoured and the Client may incur a dishonour fee. The Client indemnifies the Bank for loss of any kind arising in connection with: -
7.3.1 any theft or fraudulent alteration of the cheque; and
7.3.2 any dishonour of the cheque for any reason.

7.4 The Bank's statement to the Client as to the amount due and payable to the Bank shall, save for manifest error, be conclusive evidence that such amount is in fact due and payable and binding on the parties hereto for all purposes, including legal proceedings. The Client is also advised to check the statement to ensure all payments made by the Client have been received by the Bank and provided for in the statement. The Client should notify the Bank no later than fourteen (14) days after receipt of the statement in the event of any discrepancies failing which the contents of the Statement shall be deemed as true and correct.

7.5 In making payments by way of telegraphic transfer or by way of direct deposit of monies into the bank account of the Bank (including but not limited to by way of electronic fund transfer) it shall be the responsibility of the Client to ensure that adequate and timely notice is given to the Bank regarding the effecting of such payment and such notification shall include the telegraphic

transfer confirmation slip, the bank-in slip, sufficient details for the Bank to identify the beneficiary details including the Client's name, account(s) number and nature of payment, e.g. contract number, quantity and name of securities, contra loss reference and such particulars as may be necessary to allow the identification of the purpose for which the payment is made. The Bank shall not be held liable for any payment effected by way of telegraphic transfer or direct deposit of monies into the bank account or unaccounted for by reason of insufficient or untimely information provided by the Client as required above.

7.6 In the event the Client fails to provide adequate and clear particulars with regard to the nature and purpose of any of its payments to the Bank, the Bank shall be absolutely entitled to apply the payment(s) in such manner as the Bank may in its absolute discretion deem fit without any liability to the Client whatsoever.

7.7 The Bank shall at all times have a general and continuing lien over all the securities in its custody to secure the payment of all monies due and payable to the Bank in furtherance of which the Client hereby irrevocably authorizes the Bank to deal, in any manner whatsoever as the Bank shall deem fit, with all or any of the securities for or under the Client's Account(s).

7.8 Payment(s) for Securities purchased can be made by way of fund transfer, cash, cheque or bank draft in the manner as may be notified to the Client by the Bank and unless otherwise agreed to by the Bank, may only be made in Ringgit Malaysia (RM) currency. Payment(s) for Bursa Multi-Currency Securities may be made in Ringgit Malaysia (RM) currency or non-Ringgit Malaysia (non-RM) currency via fund transfer. The Client understands that all payment(s) made shall only be deemed received by the Bank from the Client when the Bank has issued a receipt to the Client for the same. The Client also understands that it is the Client's responsibility to insist on the issuance of the Bank's receipt and that the Bank shall not be held liable or responsible for the Client's failure to obtain a receipt. The Bank may deliver the receipt by post and/or electronic transmission.

7.9 The Bank has the right to apply the appropriate 'rounding-off mechanism' or otherwise round off amounts to the nearest higher or lower amount for payments.

8. ELECTRONIC PAYMENT ("E-Payment")

8.1 The Client hereby agrees, consents and accepts in relation to applicable E-Payment services, if any, as follows: -

8.1.1 the Client shall state the Client's Bank Account in the relevant Form and undertakes to notify the Bank of any change or update to the Client's Bank Account;

8.1.2 any and all payments to be made by the Bank to the Client's Bank Account shall be payable via direct credit and/or in such manner as the Bank may from time to time determine;

8.1.3 the Bank may make payment to the Client's nominees account any cash dividends, cash distributions and/or any other cash payments arising from corporate actions in respect of any deposited securities in the Client's nominees account;

8.1.4 any share sales cash proceeds withdrawal due and/or arising from the Client's share transactions shall be remitted by the Bank to its payment bank in accordance with the FDSS established under the BMSB rules to effect the transfer to the Client's Bank Account or the Client's trust account maintained with the Bank;

8.1.5 the Bank shall as soon as reasonably possible inform the Client of any failure of payment to the Client's Bank Account and may attempt to make payment through issuance of cheques or via crediting into the Client's trust account maintained with the Bank;

8.1.6 the Client irrevocably consents to the disclosure by the Bank to the Agent Bank such personal information and/or such other necessary information expedient to facilitate any and all payments including but not limited to share sales cash proceeds withdrawal, cash dividends, cash distributions and/or any other cash payments withdrawal arising from corporate actions directly into the Client's Bank Account; and/or

8.1.7 the Bank shall not be liable for any losses and/or damages suffered and/or incurred by the Client arising out of and/or in connection with E-Payment services, save and except for any loss and/or damage directly arising from any act of gross negligence, willful default and/or fraud by the Bank.

9. TERMS AND CONDITIONS GOVERNING THE CLIENT TRUST ACCOUNT

9.1 The Client's trust account is subject to the Bank's continued discretion to grant, maintain and operate. The Client represents and warrants that the Client has full power and capacity to open the Client's Account and trust account and will not by so doing contravene or result in a default under any provision of any applicable Laws and Rules or of any judgment, injunction, order, decree or agreement or instrument binding upon the Client.

9.2 In addition to, and not in derogation of the terms and conditions set out herein, the Client hereby irrevocably and unconditionally agrees to the following in respect of the Client's trust account:

9.2.1 That all monies which have been deposited into the Client's trust account shall be dealt with in accordance with the terms and conditions herein. For the avoidance of doubt, the Bank 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 the online trading portal known as KenTrade with the correct and complete details or alternatively notified the Bank via telephone or email of such payment and the Bank has reconciled the Client's trust account based on the details and relevant documents provided by the Client; and

(b) any cheque delivered by the Client to the Bank 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 the Bank.

9.2.2 As and when any of the Client's purchase orders for shares, stocks or other securities have been executed by the Bank on the Client's behalf on any day, the Bank shall be entitled to immediately earmark or set aside the relevant amount of monies from the Available Funds for settlement of the purchase price of the said shares, stocks or other securities and all of the transaction costs payable by the Client in connection with the said purchase ("Earmarked Amount"). On the relevant settlement date as may be prescribed or amended from time to time by BMSB or any other relevant authorities, the Bank shall be authorised to utilise the Earmarked Amount to settle the costs payable by the Client in connection with the said purchase. The Client further agrees and acknowledges that the Client shall not be entitled to contra the said purchase price and transaction costs against the proceeds from the execution of any subsequent sale orders for securities on the Client's behalf by the Bank unless allowed pursuant to the discretion of the Bank pursuant to Clause 5.13.

The Client hereby authorises the Bank to automatically credit all proceeds due to the Client on the settlement of any sale order for all or any of the Client's shares, stocks or securities or any other cash proceeds at any time, into the Client's trust account and thereafter the Client agrees that such proceeds shall form part of the Available Funds and shall be dealt with in the same manner as all other monies in the Client's trust account.

9.2.3 In addition and without prejudice to any other provisions herein, the Client hereby irrevocably and unconditionally, agrees, consents, directs and authorises the Bank 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 the Bank under all of the Client's Accounts with the Bank or otherwise due to the Bank for any reason whatsoever (including monies due and owing by the Client to the Bank in respect of the Client's other dealings and transactions with or through the Bank); and

(b) all monies due and owing by the Client to any of the companies within the Kenanga Group of Companies. The Client further undertakes to pay the Bank forthwith any shortfalls or balances due and owing in or under all of the Client's Accounts and/or otherwise due to the Bank and/or the Kenanga Group of Companies in the event that the Available Funds are insufficient to settle all monies due and owing by the Client to the Bank and the Kenanga Group of Companies and indemnify the Bank for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by the Bank in connection with the Client's Accounts or the Client's trading activities.

9.2.4 The Client hereby agrees that the Bank shall be entitled to determine and calculate the available limit for the Client's trades in securities in the manner determined by the Bank in its absolute discretion. Without prejudice to the foregoing, the Client agrees and acknowledges that all Earmarked Amounts shall be deducted from the Available Funds when calculating the Client's available limit for the Client's trades in securities.

9.2.5 In the event any of the Client's purchase orders for any shares, stocks or securities has been executed and it is thereafter discovered that the aggregate of the purchase price and the transaction costs payable by the Client in connection with that purchase order is greater than the Available Funds (the excess shall be known as the "Excess") for any reason whatsoever, including any errors or omissions on the part of the Bank in calculating the Available Funds and the Client's trading limit, the Client hereby undertakes to pay to the Bank the Excess in immediately available funds on the market day immediately following the transaction date of the said purchase order failing which, without prejudice to all its rights and remedies, the Bank shall be entitled to charge and impose on the Client the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and the Client shall be liable to pay brokerage to the Bank at the said rate in respect of that purchase order.

10. ELECTRONIC TRADING SERVICES ("E-Services")

10.1 Any E-Services provided by the Bank to the Client shall be solely for the Client's own purposes and the E-Services shall not be extended for use by third parties.

10.2 The Bank may at any time and from time to time add to, cancel, vary or change the E-Services without giving notice to the Client. Any such addition, deletion, variation or change shall not affect the other terms and conditions stated herein. The Client acknowledges and understands that the E-Services is a communication and trading tool made available by the Bank to the Client at the Client's request to facilitate the communication between the Client and the Bank and the trading of or dealing in Securities via the Internet. The Client also acknowledges that there are security, confidentiality and other risks in the use of the E-Services and the Internet which may be beyond the reasonable control of the Bank and that, by electing to use and communicate through the Bank's E-Services and the Internet, the Client accepts that all communications between the Client and the Bank are made at the Client's sole risk. The Client agrees and accepts that prices of Securities quoted through the Bank's E-Services may change at any time and from time to time depending on the actual market conditions and accordingly, the Client's orders in respect of dealings in Securities may not be executed or matched at the same prices as the prices then quoted through the Bank's E-Services at the time of the issuance of any such orders.

10.3 The provision of E-Services shall be conditional on the Client's compliance with the terms and conditions herein. The Client shall only be entitled to utilize the E-Services in strict compliance with any security or other requirements imposed by the Bank in its absolute discretion including but not limited to providing the Client's relevant contact information as requested from time to time by the Bank. The Bank may at any time impose conditions or requirements to ensure that the integrity and security of the E-Services will not in any way be compromised and the Client shall comply strictly with all such conditions and requirements.

10.4 The Client undertakes to safeguard any and all user names, passwords or other access codes, provided by the Bank, and the Bank may rightfully assume that any person using the E-Services with the Client's user name and password is the Client (for individual accounts) or if the Client is a corporation, such person is so authorized to act for the Client. In this regard, the Client agrees that no claims shall be made by the Client or on its behalf in respect to any losses, costs and expense incurred by the Client as a result of such unauthorized usage. All transactions executed or done by the Bank pursuant to any instruction shall be binding on the Client. The Bank hereby reserves the right to deactivate or revoke the Client's access to and use of the E-Services if the Bank suspects or has reason to believe that the instructions issued using the Client's user name and/or password are or have not been duly authorised by the Client. In such event, the Bank may require the Client to re-apply for a new user name, password or other access codes and the Bank shall not be liable for any loss arising from the deactivation or revocation of the Client's access to and use of the E-Services.

10.5 The Client acknowledges that its use of some Links may be governed by additional terms and conditions. In the event the Client chooses to visit or view any other website established through the Links, those additional terms and conditions: -

10.5.1 will apply to the Client's use of such Links in addition to the Terms herein; and

10.5.2 will bind the Client separately and severally over and above the Client's obligations under the Terms herein but only to the extent that the Client actually visits, views or uses those websites established through the Links.

10.6 The Client further agrees that: -

10.6.1 the Bank may (in the Bank's sole and absolute discretion) establish a Link in order to enable the Client to access Third Party Content appearing on another website or embedded in the E-services, not belonging to or controlled by the Bank;

10.6.2 the Bank shall at no time be obliged to edit or manage (except to provide the Link) the Third-Party Content nor does the Bank warrant the accuracy or reliability thereof; and

10.6.3 the Client's use, viewing, reference or reliance on any Third-Party Content or Link is entirely at the Client's own risk. The Bank does not warrant that the information appearing on any Third-Party Content or Link is accurate, complete or reliable in any way. The Bank shall not be held liable and the Client agrees to hold the Bank harmless against any loss suffered or incurred by the Client as a result of the Client's use, viewing, reference or reliance on any Third-Party Content or Link.

10.7 The Client agrees and covenants that it shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to or attempt to: -

10.7.1 modify, reproduce, alter, adjust or create in any manner any derivative works of the content in, under or to the websites for use, transmission, distribution or display on the websites without the Bank's prior written consent;

10.7.2 tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the E-Services;

10.7.3 retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information contained in, on or under the websites in any manner whatsoever without the Bank's prior written consent; or

10.7.4 use the information contained on the websites for any illegal purposes or in such manner as to encourage illegal activities.

10.8 The Client acknowledges that the Bank is the owner of all Intellectual Property vested in, under or accruing to the E-Services extended to the Client herein. Ownership of the Intellectual Property in the E-Services and all its content shall at all times remain vested in the Bank.

10.9 The Bank may develop or use electronic tools (i.e. spreadsheets, databases, software) in providing the E-Services. The Client acknowledges that the electronic tools shall remain the Bank's property and that the Bank has developed them solely for the Bank's use. The Client shall use the tools at their own risk and shall refrain from providing such tools to any third party.

10.10 The Client agrees that it shall not tamper with nor do anything that will infringe the Bank's rights in relation to the Bank's Intellectual Property and shall safeguard and protect the Intellectual Property at all times.

10.11 The Client shall notify the Bank verbally or in writing not later than twenty four (24) hours from the time the Client becomes aware of any: -

10.11.1 loss or theft of the Client's verification code, passwords, and/or account numbers or other personal or security information relating to the Client's Account(s) or the E-Services;

10.11.2 unauthorized use or interception of any of the Client's verification code, passwords and/or account numbers or other personal or security information relating to the Client's Account(s) or the Services or E-Services or any information (data, facts, opinions and any other information provided through or in relation to the E-Services);

10.11.3 failure by the Client to receive an acknowledgement from the Bank that an order initiated by the Client through the E-Services has been received and/or executed through the E-Services;

10.11.4 receipt of confirmation of an order which the Client did not place, or any similarly inaccurate or conflicting report, account statement or information;

10.11.5 failure by the Client to receive accurate confirmation of an order or its execution, via Internet, electronic mail at the Client's email address notified to the Bank, within the same business day after entering the order through the E-Services; discrepancy between any report produced or made available to the Client by the Bank on any medium (including electronic bulletin board), or in the Client's portfolio, or an information source (including but not limited to third parties, stock exchange, company), and any other such report or confirmation of a trade order;

10.11.6 if there is a discrepancy in the Client's Account(s) balance, security positions or order status reported to the Client through the E-Services; and

10.11.7 without prejudice to Clause 10.4, if there is any other type of discrepancy or suspicious or unexplained occurence or activity relating to the Bank's E-Services or the Client's Account(s) and/or the access or use of the same.

10.12 E- Services fees shall include: -

10.12.1 all subscription and service fees as may be prescribed by the Bank from time to time for the provision of the E-Services which shall be payable monthly in advance on a non-refundable basis; and

10.12.2 any other reasonable fees and charges as may be imposed by the Bank at its sole discretion from time to time for E-Services rendered to the Client under the Terms herein.

10.13 Information, data, facts or opinions provided through or in relation to the E-Services may have been obtained from third parties, stock exchanges, companies and other information services not related to the Bank (collectively referred to as "Information Sources"). The Bank makes/gives no warranty or guarantee on the accuracy, completeness of the Information Sources, or on the authenticity, identity, competence or otherwise of any party who created, displayed, supplied or transmitted the Information Sources. The Client shall rely on such Information Sources at its own risk.

10.14 The Bank shall be entitled to buy and sell Securities for or deal with monies in the Client's Account(s) or perform any other transaction relating to the Client's Account(s) upon the verbal or written instructions (including via internet or electronic mail) of the Client or if the Client is a corporation any persons authorized in writing by the Client but the Bank shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving a reason for such refusal. Where a discrepancy occurs between instructions given by telephone, facsimile, internet, electronic mail or any other electronic means and instruction in any subsequent written confirmation, the Bank's record of the telephone, facsimile or instruction by other electronic means or electronic mail message will prevail. The Bank shall not be liable or responsible for any losses or expenses incurred by the Client arising from the Client's instructions.

10.15 The Client undertakes to safeguard any and all Security Features. The Client shall be responsible for the confidentiality and use of the Client's Security Features. The Client is responsible and liable for all orders entered through and under the Client's Security Features and any information or orders so received by the Bank will be deemed to have been received from or authorized by the Client, regardless of whether such orders or information were encrypted by the Client prior to transmitting to the Bank. The Client agrees that no claims shall be made by the Client or on the Client's behalf in respect of any losses, costs and expenses incurred

by the Client as a result of such unauthorized usage of the Security Features. The Client further agrees that the Bank shall not be liable in any way for any losses, damages, costs and expenses (including any legal fees on a solicitor client basis) incurred by the Client as a result of such unauthorized usage of the Security Features.

10.16 All orders shall be deemed to be made at the time received by the Bank and in the format received. The Client acknowledges and accepts, without limitation or liability to the Bank, that when placing orders for Securities, there will be times when a quoted price will change prior to the trade's execution due to market circumstances and that not all orders will be executed in chronological sequence with the order being placed.

10.17 The Bank shall not be liable to the Client or to any third party for: -

10.17.1 any failure or omission to ensure accuracy, completeness or timeliness of any information received by the Client;

10.17.2 failure or omission to ensure authenticity, identity, competence or otherwise of any Information Sources and/or Third Party Content;

10.17.3 any reliance placed by the Client on the Information Sources and/or Third Party Content provided through the E-Services;

10.17.4 the timeliness, accuracy or completeness of the Information Sources and/or Third Party Content;

10.17.5 any actions taken or decisions made by the Client in reliance on the Information Sources, Third Party Content or the E-Services;

10.17.6 any interruption of the Information Sources, Third Party Content or any other aspects of the E-Services;

10.17.7 the Client's inability to access or use, at any time, any information, data or other services available on the E-Services, or if the same is in any manner delayed, suspended, terminated, corrupted or faulty;

10.17.8 any failure of any computer hardware, application software or other software utilised in relation to the provision of the E-Services whether of the Bank, BMSB or Bursa Malaysia Depository Sdn. Bhd.; and/or

10.17.9 any cause over which the Bank does not have any control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, ID and/or User ID).

10.18 The Bank makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the Information, the Information Sources and the E-Services, including without limitation, any access to the E-Services or the execution of orders.

10.19 The Client acknowledges that neither the E-Services nor any of the Information Sources provided hereunder is intended to amount to or constitute advice of any nature to the Client (including tax or legal advice). Although the E-Services provide access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by the Bank and the E-Services shall not be construed as amounting to offers, invitations or solicitation to buy or sell the securities concerned.

10.20 The Bank does not, through the E-Services, recommend any specific investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all orders made by it through the E-Services and executed by the Bank pursuant thereto are made at the Client's sole and absolute risk, and are accepted by the Bank on the basis that they constitute the Client's own judgment arrived at independently.

10.21 The Client undertakes and shall register with the Bank's online trading portal known as KenTrade or any other name as may be introduced by the Bank from time to time that is maintained by the Bank as a service to its Clients and may be extended to the Clients of Kenanga Group of Companies. By using KenTrade the Client agrees to comply with and be bound by the following terms of use:

(a) the Client acknowledges that there are inherent risks in the registration, use of KenTrade which may be beyond the reasonable control of the Bank and that, by electing to register and use KenTrade, the Client accepts the inherent risks.

(b) the Client acknowledges that products and services mentioned in the portal may be products and services of the Kenanga Group of Companies and the trademarks of their respective owners whereby the Bank may allow access to or advertise such products or services of Kenanga Group of Companies, from which the Client may utilise/subscribe certain products or services.

(c) the Client understands that the Bank does not operate or control the products or services offered by Kenanga Group of Companies. The respective owners of the products and services under the Kenanga Group of Companies are responsible for all aspects of order processing, fulfillment and other matters related to the products or the services. However, any one of the subsidiaries may appoint any other subsidiary(ies) (of Kenanga Group of Companies) who is duly licensed for the management of the Client's funds in respect of the products and/or the services utilised/subscribed.

10.22 If in the sole opinion of the Bank, any failure, interruption, error, defect in, misuse of, impairment or corruption of the Bank's E-Services is or has been or is likely to be caused by any of the Client's equipment or software, the Bank may:

(a) check and inspect the Client's equipment and software; and/or

(b) require the Client to disconnect, cease the use of, upgrade and/or modify the same at the Client's expense.

10.23 Any acknowledgement, notification or statement issued or published by the Bank via the E-Services shall be deemed to have been received by the Client when the same was issued or published by the Bank and the Client shall be bound thereby notwithstanding that such acknowledgement, notification or statement may not have actually been received by the Client for any reasons whatsoever.

Countermand of Client's Instruction

10.24 Subject to Clause 10.25, all instructions transmitted to the Bank through the E-Services shall be irrevocable and conclusive and the Bank shall be entitled to act on such instructions (in whole or in part) in accordance with the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same notwithstanding the Bank's receipt of any of the Client's request to cancel or amend such instructions. For the avoidance of doubt, the Bank shall not be taken to have received

or to have notice of any request for cancellation or amendment of instructions from the Client until the Bank communicates its receipt of the same to the Client.

10.25 Upon receipt by the Bank of any request to cancel or amend any instruction, the Bank may, but shall not be obliged to, cancel or amend any instruction after the instruction has been transmitted to the Bank. The Bank shall use all reasonable efforts to act on the Client's request for the cancellation or amendment prior to the Banks execution of such instructions, but the Bank shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that the Bank cancels or amends, attempts to cancel or amend, any instructions at the Client's request, the Client shall be liable to pay any and all costs and expenses that may be incurred by the Bank. For the avoidance of doubt, the Client shall be bound by the execution for the Client by the Bank of any instruction (whether in whole or in part) if and to the extent that such instruction (or any part thereof) was not cancelled or amended by the Bank for the Client pursuant to the Client's request.

Commision, Fees and Right of Debit

10.26 All other agreements between the Client and the Bank for the payment of fees, costs, charges, expenses and interests shall continue to be in force and shall be in addition to and shall not be affected by the terms and conditions herein for the payment of fees, costs, charges, any other expenses including taxes and interests in connection with the Bank's E-Services.

10.27 All fees, costs, charges, any other expenses including taxes and interests payable to the Bank pursuant to these terms and conditions herein shall be made in the currency specified by the Bank in each case.

10.28 At all times, the Client must ensure that it has sufficient funds to fulfill any and all payment obligations when due. Similarly, the Client must at all times ensure that it has sufficient shares in the Client Account(s) for delivery when due.

Limitations and Conditions

10.29 The Bank hereby reserves the right at any time to set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the E-Services, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.

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

New Services, Hardware and Software

10.31 The Bank may introduce new service(s) and/or new product(s) through the E-Services at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, ithe Client agrees to be bound by the terms and conditions as the Bank may prescribe governing each such new service and/or product.

10.32 If new or different versions of the web browser or other software necessary for the operation of the E-Services are available, the Bank reserves the right not to support any prior version of the web browser or other software. If the Client fails to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the Bank, the Bank may reject instructions sent by the Client.

10.33 The Bank reserves the right to change the type or versions or specifications of any hardware or equipment that the Client may be required to use for the E-Services, and in the event the Client fails to obtain the necessary hardware or equipment to use the E-Services, the Bank may reject instructions sent by the Client or cease the Client's access to or use of the E-Services.

Securities Portfolio

10.34 The Client may have access to view the Client's securities portfolio through the relevant platform/portal of KIBB.

10.35 The Client further authorises the Bank and its authorised officers to access, obtain and make enquiries of the Necessary Data (as defined below) to construct and maintain the Client's securities portfolio. Necessary Data shall mean (non-exhaustive list) the Client's CDS opening and current balance from time to time, the Client's trading transactions, details of share transfers in and out of the Client's CDS account, changes in share balances in the Client's CDS account as a result of corporate actions, the Client's trading account(s) balances maintained with the Bank and such other relevant information as the Bank may determine from time to time.

10.36 The Client's securities portfolio shall be constructed and maintained using Necessary Data. The Client understands and accepts that the Bank is not responsible for the accuracy or validity of the same and the Client shall not hold the Bank responsible in any manner whatsoever for the accuracy or validity of the Necessary Data or any information in the securities portfolio.

10.37 The Client hereby also authorizes the Client's assigned CMSRLH to be given access and make balance enquiries of the Client's Account and any online securities portfolio or securities portfolio report generated by or through the Bank via its E-Services or on the KIBB plaftform/portal.

10.38 The authority hereby given shall take effect from the date each respective Client's Account(s) is opened and shall remain in force unless revoked by the Client by a notice in writing or revoked automatically by virtue of the CMSRLH no longer acting on the Client's behalf for whatsoever reason including where the CMSRLH resigns from the Bank or is no longer validly licensed or is no longer appointed by the Bank or the Client.

10.39 The authorisation mentioned above shall not in any way allow or permit the Client's assigned CMSRLH to deal in any way howsoever with the securities contained in the account(s) without the Client's prior consent.

10.40 The Client further accepts and confirms that the Client is aware that the information (including without limitation links to other websites and services, information, material and content of third parties) contained in the securities portfolio are made available and provided to the Client on an "as is" and "as available" basis without any warranty and/or representation of any kind

whatsoever. The Client is aware of the risks associated with usage of or reliance on the information in and contents of the securities portfolio and the Client understands and accepts that any securities portfolio details may not be as accurate or reliable as the actual CDS account balance enquiry report. As such access and use of the securities portfolio is at the Client's sole risk and the Client will be solely responsible for the independent evaluation and verification of the fitness for any purpose, accuracy, quality, adequacy, timeliness and/or completeness of the information and/or content in the securities portfolio prior to conducting any activities and making any decisions based on any such information and/or content, including decisions relating to financial and/or investment matters. The risk(s) and consequence(s) of failing to conduct such independent evaluation and verification shall be borne entirely by the Client. The Client shall not hold the Bank liable for any losses of whatsoever nature that the Client may incur which may result whether directly or indirectly from the Client's reliance on the information in or contents of the Client's securities portfolio. The Client hereby undertakes to inform the Bank immediately should there be any discrepancies in the Client's securities portfolio.

10.41 The Bank does not warrant the confidentiality or security of any information transmitted through the internet. The Client accepts and agrees that the Bank shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to Services provided by the Bank or any relevant internet service provider, network provider or communication network provider.

10.42 The Client also agrees that the Client is solely responsible for the Client's computer, system or other device from which the Client accesses the KIBB plaftorm/portal, including without limitation the maintenance, operation and permitted use of such computer, system or other device.

10.43 The Client shall ensure that any computer, system or other device from which the Client accesses and uses the Client's securities portfolio is properly maintained and free from any defects, viruses or errors. It shall be the Client's responsibility to ensure that the Client's computer is loaded with the latest anti-virus and anti-spyware software and that the said software is at all times installed and updated.

10.44 The Client shall not hold the Bank liable in any manner whatsoever for the conduct of any CMSRLH over the Client's Account, the securities in the Client's Account, access or unauthorized access to the Client's securities portfolio and any matter related thereto.

11. CASH UPFRONT

11.1 The Cash Upfront Trading Account is an account which offers preferential brokerage rate benefits for purchase transactions only. All purchase transactions must be supported by the prior deposit of sufficient funds to settle the relevant purchase transaction.

11.2 To utilize this account, the Client is required to place a minimum sum prior to the Client's trading via the Cash Upfront Trading Account. The Bank shall notify the Client of the minimum sum in writing and such minimum sum may be varied from time to time at the sole and absolute discretion of the Bank. The Client understands and accepts that the use of the Cash Upfront Trading Account shall be subject to the following: -

11.2.1 the Client's strict compliance with any security/collateral requirements that may be imposed by the Bank from time to time at the Bank's sole and absolute discretion; and

11.2.2 any other requirements that may be imposed by the Bank from time to time at the Bank's sole and absolute discretion.

11.3 The Bank shall not be liable to the Client for any loss or damage suffered by the Client as a result of any fall or rise in the market price of the Securities between the first day the right to sell out or buy-in, as the case may be, arose and the day the Bank actually sells and/or purchases the relevant Securities. The Client acknowledges that a prior demand or call shall not be considered a waiver of the Bank's rights under this clause. The Client shall indemnify the Bank for all losses incurred in respect of or arising from any liquidation or purchase of Securities as aforesaid.

11.4 The Client may terminate the Cash Upfront Trading Account by giving written notice to the Bank, subject to the following conditions: -

11.4.1 the Client has liquidated all its Securities prior to termination of the Cash Upfront Trading Account or transfer out any existing Securities from the Cash Upfront Trading Account;

11.4.2 the Client has settled all outstanding obligations; and

11.4.3 notwithstanding the above, the Client shall remain liable for the payment of all charges and shall indemnify the Bank for all losses in respect of or arising from any liquidation or any settlement of Securities.

12. GLOBAL TRADING FACILITY ("GT Facility")

12.1 Global Trading Account(s) enables a Client to trade Foreign Securities through Foreign Exchanges recognized by BMSB. With specific reference to the Global Trading Account(s), the terms set out in this Clause 12 (without limitation) shall apply. The Client is reminded that Global Trading is also governed by foreign laws applicable to the jurisdiction for each relevant foreign counter traded and the laws and rules of any foreign counterpart who enables, facilitates or provides the Bank and/or the Client (either directly or indirectly) the means to trade Foreign Securities. In trading Foreign Securities, the Client accepts that the laws or contractual terms or rules for doing business of each and every relevant clearing agency, settlement system or depository agent (including any entity that acts as a system for the central handling of Foreign Securities in the country where it is incorporated or organised or that acts as an international system for the central handling of Foreign Securities), computerized book-entry and settlement system in any jurisdiction ("Clearing System") shall apply.

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

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

12.3.1 trading with Foreign Exchanges will involve different risks from trading on BMSB**.** In some cases, risks will be greater. The potential for profit or loss from transactions with Foreign Exchanges or in foreign currency denominated markets will also be affected by fluctuations in foreign exchange rates;

12.3.2 prior to placing trades, the Client should ensure that the Client understands all charges for which the Client may be liable and the trade and settlement rules for each applicable jurisdiction/Foreign Exchanges or bourse which the Client intends to trade in/on;

12.3.3 under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example at times of rapid price movement or if the price rises or falls in one trading sessions to such an extent that trading is restricted or suspended;

12.3.4 the different time zones, applicable trading hours and public days-off.

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

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

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

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

12.7.1 while the GT Documents and FMD are based on information obtained from sources that the Bank believes to be reliable, the Bank does not guarantee the accuracy and completeness of the GT Documents and FMD;

12.7.2 the GT Documents and FMD were prepared without regard to any individual client or classes of client in mind or reference to clients' investment objectives, the GT Documents and FMD shall be treated as general views and mere options only and are not suitable for reliance being placed by the Client without independent verification and separate assessment taking into account the Client's own individual risk appetite, investment aims and financial circumstances; and/or

12.7.3 the Bank is entitled to change any views or opinions expressed via the GT Documents and FMD without notice to the Client.

12.8 The Bank makes no specific recommendation, advice or representation that the GT Documents and FMD are suitable for the Client's particular investment objectives, financial background and other particular needs. The Client acknowledges that the Client shall not in any event rely on the GT Documents and FMD or any advice made by the Bank, its employees, CMSRLH and agents without the Client independently verifying the same and/or obtaining additional independent professional advice and determining that the same is appropriate and suitable for the Client to rely on. In the event the Client relies on such GT Documents and FMD and as a result of which suffers or incurs losses or damages, the Client agrees that it shall not hold the Bank, its employees, CMSRLH and agents liable for any losses and damages suffered by the Client in relation thereto.

12.9 The Client accepts and confirms that the Client is aware that any information (including without limitation links to other websites and services, information, material and content of third parties) made available via the Bank through the E-Services relating to the GT Facility are provided to the Client on an "as is" and "as available" basis without any warranty and/or representation of any kind whatsoever. The Bank shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data, or other services provided through the E-Services in relation to the GT Facility and the Foreign Securities. The Client acknowledges and accepts that it is solely responsible for and will bear all risks associated with usage of or reliance of the E-Services.

Relationship of the Bank/CMSRLH with the Client- Dealing in Foreign Jurisdiction

12.10 Notwithstanding that the Bank may as between itself and a third party be effecting transactions for and on behalf of the Client, as between the Bank and the Client, the Client shall be deemed to be and is transacting as sole principal. The Client acknowledges, undertakes and agrees to be always primarily liable for such transactions.

12.11 Unless the Client has a specific agreement with the Bank for the provision of advisory services the Bank shall not provide any advisory services for Foreign Securities. In either case, while the Client is entitled to expect the Bank or its employees or representatives to answer the Client's queries, the obligation in so answering is only to be honest. Such answers should not be assumed to be backed by any prior reasonable due diligence or research or specifically suitable for reliance by the Client without the Client first independently confirming that the answer is suitable for or to the Client's specific financial needs and objectives and the Client verifying the same with its independent advisers on its specific suitability for the Client's specific financial needs and objectives.

12.12 The Client acknowledges and agrees that it is a material part of the Client being allowed to open and maintain an account with the Bank that the Client agrees that while the Client has the option to decide whether the Client wishes to provide the Bank with the information and answers, as the Bank requests of the Client in the Client Investment Profile and/or such as the Bank may ask the Client from time to time as are reasonably relevant in the circumstances, the Client has the obligation if the Client chooses to do so to provide the Bank answers in full and not in part. The Client therefore agrees that the partial or incomplete provision of information and the answers may be disregarded by the Bank and the Client may be treated as having refused and provided no answers or information. Where the Client has provided the Bank full information and answers, it shall also be the Client's obligation to keep such information current and accurate, failing which the Bank is entitled to assume that the information and answers provided remain complete and accurate.

12.13 Where the Client has failed or refused or deemed to have failed or refused to provide the Bank with any information or answers as requested, then the Client will also be taken as having acknowledged (and the Bank will be regarded as materially relying on the Client having acknowledged) that the Bank cannot identify with any certainty the Client's investment objectives, financial circumstances and particular needs and therefore the Client agrees that any advice or recommendation provided in respect to the Client's Account with the Bank by any of the Bank's CMSRLH or officers shall be treated as at best only as general advice or recommendation and it is acknowledged and agreed that such advise does not take into account and may not be suitable for the Client's investment objectives, financial situation and particular needs.

12.14 No CMSRLH has any authority to give any advice or make any recommendation on the Bank's behalf or on the Bank's account unless specifically authorized to do so by a duly authorized officer of the Bank and notified to the Client. In any other case, if the CMSRLH gives any advice or recommendation to the Client, it must be assumed and accepted as having given the same without authority from the Bank in his own personal capacity.

12.15 No CMSRLH may waive or vary any of the Bank's rights under these Terms nor may the CMSRLH accept any liability on behalf of the Bank.

12.16 The Client acknowledges and agrees that where the Bank uses another broker to execute and/or clear the Client's orders, the Bank may have to accept sole and principal responsibility to the broker for the executed order (notwithstanding that as between the Client and the Bank, the Bank is in fact the agent of the Client). Accordingly, the Client shall indemnify the Bank against any and all actions which the Bank deems in good faith necessary to ensure that the Bank will not be in default of its said principal obligation or responsibility. The foregoing right of the Bank will apply even though as between the Bank and the Client, the Client may be in actual or anticipatory default. The foregoing indemnity in favour of the Bank is in addition to any other right that the Bank may have (whether expressly provided as between the parties or implied by law).

12.17 In view of the fact that the Bank may have accepted principal responsibility and/or liability to another broker, the Client also acknowledges and consents to the fact that any Securities or commodities which (as between the Bank and the Client) are to be regarded as purchased by the Client may or will be regarded by any and/or every broker as being the Securities or commodities purchased by the Bank itself. This may in some instances result in prejudice to the Client. For example, in certain circumstances, the Client's Securities, commodities or properties may be used to satisfy obligations of the Bank as principal or other customers of the Bank. The Client accepts that this is a necessary risk of dealing through intermediaries in such jurisdictions.

12.18 Without prejudice to any other clause in these Terms, the Client agrees that the Bank may hold Securities or commodities purchased for the Client or may place margin in an omnibus account of the Bank with another broker/custodian/nominee/exchange/clearing house aggregated with other Securities or commodities purchased by the Bank for, or margin deposited by, other clients of the Bank, and provided that the Bank has selected or engaged such broker/custodian/nominees/exchange/clearing house in good faith, the Bank shall not be liable to the Client for any and all loss suffered or incurred by the Client as a result of any act, omission or insolvency of such broker/custodian/nominee/exchange/clearing house.

Bank Negara Malaysia ("BNM") Requirements

12.19 The Client hereby acknowledges and understands that for the purpose of trading in Foreign Securities on a Foreign Exchange (including Clients who trade on or through more than one (1) Foreign Exchange) the Client is required to comply and observe strictly (whichever applicable) with all applicable Laws and Rules imposed by BNM including "exchange control notices" as issued from time to time by BNM and any such variations, supplements and/or amendments thereto.

12.20 The Client understands that it is the Client's responsibility to submit the Client's details of its foreign investments to BNM as prescribed by the Notice on Foreign Exchange Administration Rules of BNM and the Client duly undertakes to do so, if applicable.

12.21 The Client also covenants that the Client shall not exceed the applicable thresholds for foreign investments/remittance as stipulated by BNM or the Applicable Law.

12.22 It is the Client's sole responsibility and obligation to notify the Bank within seven (7) days in writing should the Client be in breach of Clause 12.19, 12.20 or 12.21 above. The obligation to notify the Bank is immediate where the Client is in breach of the Applicable Law.

12.23 General Security **-** The Bank shall at all times have a general lien over any and all Foreign Securities (regardless whether paid or unpaid Foreign Securities by the Client) deposited, maintained, receivable, held for or on behalf of or subject to the control of the Bank as Collateral for any outstanding obligation due or owing by the Client to the Bank in connection and arising out of the Terms and/or the GT Documents. The Bank may at any time at its sole and absolute discretion without notice to the Client exercise this lien by effecting a sell out of any or all of such Foreign Securities. The net proceeds shall be applied towards the settlement or discharge of the Client's obligation in connection with and/or arising out of the Terms and/or the GT Facility.

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

13.1 Foreign Market Data **-** The Client hereby confirms that the Client will read and understand the specific terms and conditions set out in the KIBB Website (for the use of or reference to FMD) and the Client hereby agrees to comply with and be bound by the same prior to referring or utilising any FMD. The terms and conditions for use or access to the FMD may be amended, varied or supplemented from time to time. Such amendments, variations and supplements shall be posted from time to time on the KIBB Website. The Client is advised to read the terms and conditions carefully before each use. One or more Market Data Providers may from time to time require the Client to agree to certain additional terms and conditions relating to the use of Foreign Market Data. The Client agrees that the provision of the GT Facility and the FMD at all times is subject to the Client's acceptance of the terms and conditions set out in the KIBB Website and any amended, varied or supplemented terms thereto. The Client's usage or access and continued use and access of the GT Facility and/or the FMD shall be deemed as acceptance of all the then prevailing terms in the KIBB Website for the use and access of the FMD (as amended, varied or supplemented from time to time). The Bank makes/gives no warranty or guarantee on the accuracy, completeness of the FMD. The Client shall rely on such FMD at its own risk.

13.2 The Client hereby agrees and understands that in dealing with FMD, the Client is aware that in some instances, the FMD is received by the Bank from or through third parties. The Client shall not modify, reproduce, retransmit, disseminate, sell, redistribute, publish, broadcast, circulate or commercially exploit the FMD in any manner whatsoever. The Client hereby agrees to indemnify the Bank and the relevant third parties against any losses suffered by the Bank or the relevant third parties which may arise out of the Client's misuse of the FMD or breach of any other terms and conditions governing the use and receipt of the FMD. The Client further acknowledges that all Intellectual Property in the FMD shall not pass to the Client.

13.3 Unless otherwise hereby exempted by the Bank, the Client agrees to pay such fees as may be imposed from time to time for the provision and use of the FMD and GT Facility. The Client agrees and authorizes the Bank to debit any of the Client's Account(s) held with the Bank for all fees due and owing by the Client to the Bank. Regardless whether the Client actually utilizes the FMD or GT Facility for whatever reason, any fees paid by the Client to the Bank are strictly non-refundable.

13.4 The Client's continued use of the GT Facility after notification of imposition or variation of any fees shall be deemed as acceptance by the Client of the obligation to pay such fees.

13.5 The provision of FMD will continue until terminated (in whole or part) as follows:
- 13.5.1 by either party giving at least five (5) working days prior notice in writing to the other; or
- 13.5.2 by either party giving immediate notice of termination if there is a breach or threatened breach of the terms by the other party; or
- 13.5.3 by the Bank, immediately, if the Bank stops offering the FMD and/or the GT Facility.

13.6 Regardless of any other provision of the Terms contained herein or the terms and conditions governing the FMD as set out in the KIBB Website, the Bank has the right to terminate, suspend or withdraw at any time (with or without cause or prior notice) the provision of the FMD in whole or part, or to change the nature, composition or availability of any part of the FMD.

13.7 The Client understands that in the event of the Client terminating the FMD, the Client may be held liable and responsible for any termination fee or early termination fee imposed by the Market Data Provider, regardless of the reason for termination, suspension or withdrawal of such FMD.

14. FOREIGN CURRENCY

Net Settlement Terms

14.1 It is the Client's duty to confirm with the Bank as to the prevailing settlement terms for Foreign Securities or Bursa Multi-Currency Securities which may vary from time to time depending on business requirements.

14.2 The Client shall bear the risk and expenses associated with the conversion of any currency to the actual currency of the traded foreign stock. The rate of conversion of any foreign currency shall be at the Bank's prescribed rates.

14.3 The acceptable Settlement Currency may vary from time to time. It is the Client's duty to confirm with the Bank if a particular currency shall be accepted by the Bank for any particular settlement/transaction.

14.4 For a Buy Order, the Client shall ensure that sufficient amount of cleared funds to settle the Buy Order (including all fees, charges and taxes) is remitted into the Client's trust account maintained with the Bank and where applicable, converted into the Settlement Currency by the applicable cut-off time as follows: -
- 14.4.1 4:00 p.m. on T day (for trades conducted via Foreign Exchanges located within the same time zone as Malaysia); or
- 14.4.2 9:00 a.m. on T+1 (for trades conducted via Foreign Exchanges located within a different time zone from Malaysia).

14.5 Subject to the discretion of the Bank, the Client may utilise the sale proceeds arising from the Sell Order(s) to set-off any amount due and outstanding under the Client's trust account maintained with the Bank ("Net Settlement").

Withdrawal of Client's Trust Account Monies in Foreign Currency

14.6 The Client shall submit a withdrawal request to the Bank. Cut-off time shall be 11:00 a.m. for following working day remittance.

14.7 Clients shall bear all remittance charges.

14.8 Withdrawal of Client's Trust Account Monies in foreign currency shall be subject to the availability of cleared funds and the Client's outstanding position with the Bank.

Availability of Cleared Funds

14.9 Immediate value, i.e. cleared funds is given by the Bank via the following: -
- 14.9.1 Telegraphic Transfer via bank after confirmation of the credited amount;
- 14.9.2 sales proceed due on payment date.

14.10 The Bank shall have no responsibility for any diminution in value due to taxes or depreciation in the value of the funds, Foreign Exchange losses or for the unavailability of such funds due to whatsoever reasons beyond the Bank's control.

14.11 The Bank is not obliged to credit or debit the Client's trust account in foreign currency before receipt by the Bank of a corresponding amount in cleared funds.

Other conditions

14.12 Contract notes will be generated in Ringgit Malaysia (RM), using the Bank's prescribed exchange rate.

14.13 The Bank shall perform its obligations in respect of the Client's Account(s) held in Malaysia only within the Bank's normal business hours in Malaysia.

15. CUSTODIAN AND NOMINEE ACCOUNTS

15.1 The Client, in requesting for and/or receiving any custodian and/or nominee Services (where applicable) agrees to be bound by the terms set out in this Clause 15.

15.2 The Bank may receive and hold in custody such Securities that are delivered to or deposited with the Bank. The Bank may also from time to time procure that custodian and/or nominee services be carried out through any sub-custodian (whether associated with the Bank or not) or any Securities depository or depository agent (all of which such entitles to be hereafter referred to as "sub-custodians", and any of which a "sub-custodian") and where such sub-custodian holds the Securities subject to terms and conditions in addition to those set out hereunder, then the Client agrees to also be bound to such terms in addition. The Bank shall have no liability to the Client for any acts and omissions of such sub-custodian.

15.3 The Client agrees that the Bank may maintain the custody account with a custodian/sub-custodian outside Malaysia which is licensed, registered or authorized to act as a custodian in that country where the account is maintained. To the extent that any such Securities are deposited with or held through third parties whether in Malaysia or elsewhere, the Client acknowledges that the Bank may have principal liability in connection therewith and the Client agrees that the Bank may take such action as it deems fit in relation to the Securities in order to avoid loss, damage, costs charges and/or expenses charged by such third party.

15.4 The Client is advised to inquire from the Bank about the type of custodian and/or nominee services provided by the Bank from time to time.

15.5 In providing any custodian and nominee services, the Bank or the relevant custodian/sub-custodian and/or nominee shall maintain records which identify the Securities attributable to the Client.

15.6 The Bank or the relevant sub-custodian and/or nominee is authorised but not obliged, at its discretion, to take such steps as it may consider expedient to enable it to provide its services and to exercise its powers under the terms and conditions herein, including the right: -

15.6.1 to comply with any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law) requiring the Bank or the relevant sub-custodian to take or refrain from action;

15.6.2 to withhold and/or make payment of any taxes, charges or duties payable on or in respect of Securities on behalf of the Client;

15.6.3 in the absence of or delay in receiving instructions from the Client in response to a request for the same, to refrain from acting without any liability to the Client; and

15.6.4 to participate in and to comply with the rules and regulations of any system which provides central clearing and settlement facilities in respect of Securities.

15.7 The Bank will use its reasonable endeavours upon its actual receipt or notice of any right to subscribe for share, warrants, bonds or other Securities offered or accruing to the benefit of the Securities which have been purchased or held on the Client's behalf in so far as the Securities are registered in the name of or held on the Client's behalf to the control or direction of the Bank, (collectively "Rights") to notify the Client of the same in accordance with these terms and conditions. If the Client wishes to exercise all or part of such Rights or to apply and subscribe for additional Securities, the Client shall give such instructions to that effect to the Bank on or before the deadline indicated or notified by the Bank for compliance with any instruction as aforesaid and where necessary make the necessary payments and provide or fulfill such further conditions and indemnities and provisions for expenses as the custodian may require in its discretion, in reasonably sufficient time for the Bank to exercise or procure the execution of such instructions. The Bank shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and the Bank shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if the Bank does not receive any notification of the Rights for any reason whatsoever or if no instructions from the Client (accompanied by payment where applicable) with respect to any Rights is received within the stipulated time, the Bank shall not be liable for any non-exercise of all or any part of the Rights.

15.8 The Bank or the relevant sub-custodian and/or nominee shall be under no duty or responsibility to investigate, participate or take any action concerning attendance at meetings, voting or other rights or enforcement of rights of whatever nature attaching to or derived from the Securities. The Bank may in its discretion act on written instructions given or purported to be given by the Client which appear to be bona fide and upon such terms and conditions and indemnities and provision of fees, charges and expenses as the Bank may require. The Bank shall not incur any liability on any such instruction should there in fact be any errors, ambiguities or other irregularities therein or therewith.

15.9 The Bank may appoint nominees/delegates or any sub-custodian (or its nominees), where due to the nature of the law or market practice of any relevant jurisdiction, it is in the Client's best interest or it is feasible to do so and/or to perform any of the services on its behalf and may delegate any of its powers herein to such person.

15.10 In arranging custodian and/or nominee services to be provided to the Client, the Client agrees and accepts that the Bank and the relevant custodian/sub-custodian and/or nominee: -

15.10.1 is not as trustee and shall have no trust or other obligations in respect of the Securities in relation to the provision of services, except those contained herein or as otherwise agreed by the Bank or the relevant custodian/sub-custodian and/or nominee in writing;

15.10.2 is not acting under these terms and conditions as an investment manager or investment advisor to the Client;

15.10.3 shall not be liable for any taxes or duties payable on or in respect of the Securities nor for any diminution in the value of the Securities;

15.10.4 shall not be liable for losses of any kind which may be incurred by the Client (whether or not the Client and/or Beneficiaries is insured) as a result of the provision of the services or as a result of the Bank and the relevant custodian/sub-custodian and/or nominee exercising any or all of its rights and discretion as herein provided, unless due to the gross negligence or willful default of the Bank and the relevant custodian/sub-custodian and/or nominee in which event the liability of the Bank and the relevant custodian/sub-custodian and/or nominee shall not exceed the market value of the Securities at the time of such gross negligence or willful default, in respect of which the loss or damage is found to have arisen;

15.10.5 shall not be liable for losses of any kind which may be incurred by the Client including but not limited to any negligence, willful default, fraud, computer errors and other irregularities of whatsoever nature and howsoever arising as a result of participating in the services referred to herein by the Bank and the relevant custodian/sub-custodian and/or nominee and provided by Bursa Depository (including any other party in substitution thereof from time to time), its employees, servants or agents in accordance with the instructions of the Client;

15.10.6 shall be entitled but not obliged to rely or act upon, in the performance of its duties under these terms and conditions and without liability on the part of the Bank and the relevant custodian/sub-custodian and/or nominee, any communication or any document believed by the Bank and the relevant custodian/sub-custodian and/or nominee in good faith to be genuine and in the case of any instruction, believed in good faith to be genuine, accurate and duly given by the Client or any person the Client authorizes;

15.10.7 shall not be liable for losses of any kind which may be incurred by the Beneficiaries as a result of the provision of the services or as a result of the Bank and the relevant custodian/sub-custodian and/or nominee exercising any or all of its rights and discretion as herein provided in this clause 15, or as a result of the Bank and the relevant custodian/sub-custodian and/or nominee relying on any of the authorizations, confirmations, undertakings, covenants, representations and warranties contained herein or arising from any wrongful, unauthorised, erroneous or negligent acts or omissions by the Client; and

15.10.8 shall not be liable or responsible for any failure to perform any of its obligations herein or any breach if such breach or performances is prevented, hindered or delayed due to compliance with any laws, rules, decrees, orders, regulations or government acts of any authority, court or internal policies.

15.11 Custodian and/or nominee services provided by or through the Bank shall be at the Client's cost and expense.

15.12 In the event that any account(s) are opened by the custodian/sub-custodian directly without any trading facility, such account(s) opened by the Custodian/sub-custodian shall be known as Custodian Account(s) and the Securities therein shall be known as Custodian Securities.

15.13 The Bank shall receive and hold in custody, Securities delivered to or deposited with it or its sub-custodians and except for willful default, shall have no liability in respect of such receipt and/or custody. Where the Securities are deposited with a sub-custodian, the Client agrees that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses, costs or liabilities whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Client by reason of or in consequence of or in connection with or arising out of the Bank delivering the Securities to such sub-custodian including but not limited to the following circumstances:-

15.13.1 any securities being lost, stolen or destroyed in transit during delivery; or

15.13.2 any loss of opportunity whereby the value of the Securities could have been increased or for any decline or loss in value of the Securities, for whatever reason:

even if advised of the possibility of such damages. Without prejudice to the generality of the foregoing the duty of the Bank in respect of such Securities shall be limited to acting in good faith in respect to any action or inaction in relation to the custody of such securities. The Bank shall be under no duty to insure the Securities held by it and shall not itself be deemed to be insurer thereof and the Securities whether held by the Bank or deposited with a sub-custodian are held (subject to the good faith duty of the Bank as custodian) at the Client's sole risk in every respect. The Bank shall be under no duty to act on any notices of any issuers of Securities, whether the same include notices of rights or bonus issues, or of meetings or otherwise, in the absence of any instructions from the Client.

15.14 The Client warrants that the Securities deposited by the Client or the Client's agent with the Bank are free from all claims and encumbrances other than those notified in writing to the Bank at or prior to such deposit and the Client are beneficially entitled to all the interest in the same. The Client shall not without the consent in writing of the Bank assign, transfer, dispose of, create or attempt to create any security or encumbrance over all or any of the Securities in custody of the Bank in favour of anyone other than the Bank.

15.15 Upon the Client's request and at the Client's sole risk and subject to the Client indemnifying the Bank against any or all adverse consequences that the Bank and/or the sub-custodian and/or nominee may incur or suffer (whether as a consequence of any implication in law or otherwise) relating to any such registration, the Bank and/or the sub-custodian and/or nominee may in its discretion submit any Securities for the purpose of registration provided that the Client shall sign and execute all instruments of transfer and any and all documents and do all other acts reasonably or incidentally required thereof.

15.16 The Bank and/or the sub-custodian and/or nominee is not obliged to act on any instruction relating to any Securities that are not in the custody of the Bank, but if it does so, the Bank shall be indemnified by the Client for any and all loss that it may thereby incur. For avoidance of doubt, the compliance by the Bank and/or the sub-custodian and/or nominee with any of the Client's instructions as aforesaid shall not be deemed as acceptance or acknowledgment by the Bank and/or the sub-custodian and/or nominee that it in fact has the Securities (being the subject matter of the instructions) in custody.

15.17 Unless otherwise expressly provided, an instruction pursuant to clause 15.7 shall continue in full force and effect until cancelled or superseded by subsequent instructions received and accepted by the Bank.

15.18 The Bank and/or the sub-custodian and/or nominee shall be under no obligation to notify the Client or convert any Securities evidenced by physical scrips ("Scrip Securities") in its custody to Book-entry Securities when the counter to which the Scrip Securities relate are designated for conversion into Book-Entry Securities and the Bank and/or the sub-custodian and/or nominee shall have no liability in this respect so long as it has acted in good faith. The Bank and/or the sub-custodian and/or nominee also shall be under no duty to permit or procure the withdrawal or conversion of Book-Entry Securities into Scrip Securities.

15.19 Without limiting the generality of Clause 15.18 above, upon the Client's request and at the Client's sole risk, the Bank and/or the sub-custodian and/or nominee may in its absolute discretion deposit Scrip Securities with a relevant depository whether in the name of a depository agent or in the Client's name for conversion into Book-Entry Securities, or vice versa as the Bank and/or the sub-custodian and/or nominee shall at its discretion decide provided that the Client shall sign and execute all instruments of transfer and any and all documents and do all other acts reasonably or incidentally required therefore.

15.20 Without prejudice to the foregoing, the Bank has an absolute discretion but not an obligation to resort to and appropriate any Securities in its custody for the settlement of any trade done by the Client. The Bank shall at all times have a general and continuing lien over all or any of the Securities in its custody to secure the payment of all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever. Additionally, all the Client's Accounts with the Bank, so far as the law permits, shall at the option of the Bank be deemed to be a single running account and/or the Bank shall have the right to combine all or any of the Client's Accounts from time to time and at any time without giving notice to the Client. Further, the Bank may set-off from time to time and at any time any obligation owing by the Client (whether arising under these terms and conditions or not) against any obligation owing by the Bank (whether arising under these terms and conditions or not). Further without prejudice to any other right that the Bank may have (whether hereunder or under law), it may retain the Securities by way of a charge to secure the payment of all monies now or later due payable actually or contingently whether under these terms and conditions or not, and if the Client fails to settle any outstanding sums due within fourteen (14) days after a demand or payment is mailed by registered post addressed to the Client at the Client's address, then the Bank may have all or any of the Securities registered in the name of the Bank or of others appointed by the Bank and to sell or dispose in such manner of sale, transfer or disposition as the Bank deems fit all or any of the Securities upon such terms and conditions as the Bank may see fit, and to apply the proceeds of any such sale, transfer or disposition towards settlement (whether in part of wholly) of any outstanding sums owed by the Client to the Bank.

15.21 Any stamp duty payable shall be paid by the Client and if the Bank pays the same first, then the Client shall indemnify and pay the Bank for the same immediately on the request of the Bank or demand for the same, failing which the Bank may exercise its rights as set out in Clause 15.20 towards payment of the stamp duty paid by the Bank.

15.22 The Client agrees and acknowledges that rights generally available or accruing to the registered holder of any Securities may under the laws of foreign jurisdictions, not be available to or accrue to the benefit of or be offered to the Client and the Client agrees that in such circumstances, the Bank shall not be responsible to inform the Client, inquire, investigate, take any action or make any demands in relation to such rights and the Client shall have no recourse against the Bank for any claims whatsoever arising out of or in connection with or in relation to such rights.

15.23 The Bank and/or the sub-custodian and/or nominee shall have no duty or responsibility to notify the Client of any proxy or other documents received by it in respect of the Securities held or registered with the Bank or to send any proxy or other documents to the Client.

15.24 The Client agrees to pay such fees and charges as the Bank may from time to time prescribe in consideration of its services under this Clause 15 and all reasonable expenses paid or incurred by the Bank, its agents or employees with respect thereto and the Bank may deduct any amount due to it against any of the Client's Account(s) with the Bank which accounts if in debit shall be subject to the usual charges and interest of the Bank.

15.25 The Client hereby irrevocably and unconditionally agrees to the following in respect of the custodian and nominee account(s):-

(a) all shares, stocks or other securities in the Client's Accounts shall be registered in the Bank's, custodian, sub-custodian, or nominee's name, and held in the Client's favour;

(b) The Bank, custodian, sub-custodian and/or nominee shall hold, dispose of or otherwise deal with the said securities on the Client's instructions in the form prescribed and acceptable by the Bank and/or the nominee and the nominee shall not be held liable for any reason whatsoever by reason of acting or omitting to act on any such instruction given or purported to be given should there be any error or ambiguity;

(c) All of the Client's securities that are deposited with the Bank, custodian, sub-custodian or nominee (where relevant) shall be in the required or regular form and in good delivery order. The Client confirms and undertakes with the Bank and the nominee that the securities deposited by the Client with the nominee are genuine and that the Client is the lawful and beneficial owner of the securities; and

(d) The nominee shall not be bound to return the identical securities deposited by the Client and the Client will accept securities of the same class or denomination in place of the securities deposited with the nominee.

15.26 In addition and without prejudice to any other provision herein, the Client hereby irrevocably and unconditionally agrees, consents, directs and authorises the nominee to:

(a) request payment and receive all interest, dividends and other payments or distributions in respect of the Securities held;

(b) surrender the Securities against receipt of monies payable at maturity or on redemption if called prior to maturity at the Client's request; and

(c) comply with the provisions of any laws or regulations now or hereafter in force which purport to impose on the registered holder of any securities a duty to take or refrain from taking any actions in connection with any of the Securities or payments or distributions or monies payable in respect of any of the Securities.

15.27 The nominees shall not be under any duty or responsibility to take any actions or otherwise but shall not be precluded from so doing in its absolute discretion without reference or notice to the Client with regards to attendances at meeting or voting in respect of any of the Securities or as regards to any subscriptions, conversions or other rights in respect thereof or as regards any mergers, consolidations, reorganisations and any other corporate exercises.

15.28 The Client shall pay such fees and charges as may be charged by the Bank, custodian, sub-custodian or nominee from time to time for the custodian and nominee services hereunder, including all expenses incurred by the nominee or the nominee's agents ("Fees"). The Client agrees and authorises the Bank and/or the nominee to deduct such fees from the Client's trust account. In the event that there are insufficient funds for any reasons whatsoever, the nominee shall be authorised to without further reference to the Client and without prejudice to all the nominee's rights and remedies, deduct any amounts due to it from any monies received by the nominee for the Client's Account(s), and/or to sell all or any of the Client's Securities in such manner and upon such terms and conditions as the nominee shall in its sole discretion think fit and to apply the net proceeds from any sales thereof in or towards the discharge of all amounts due and owing to the nominee or at the nominee's discretion to hold them in suspense for whatever period as the nominee shall think fit. Notwithstanding anything aforementioned, such Fees and charges as may be charged by the nominee from time to time may be waived at the absolute discretion of the Bank and/or the nominee, subject to such conditions as may be imposed by the Bank and/or the nominee from time to time. Alternatively the nominee may demand

from the Client and the Client shall upon such demand pay to the nominee such amount as shall be sufficient to settle any deficit or dues owed by the Client.

15.29 The Bank, custodian, sub-custodian or nominee may, with or without the Client's prior consent, deposit the Client's Securities with other depositories. In any such cases, the terms and conditions imposed by such depositories shall apply and the nominee shall cease to be responsible in any way whatsoever for those Securities so deposited with other depositories.

15.30 The Client shall indemnify the nominee, its agent and correspondents against any and all expenses, liabilities, claims, demands and any other adverse consequences whatsoever in, under or arising out of the holding, disposal or delivery of the Securities or anything done in respect thereof.

15.31 The nominee may at the Client's expense seek the opinion or views of such profesional advisers as the nominee may select and the nominee may, but shall not be required to, act thereon and shall have no liability whatsoever for any actions taken or omitted to be taken pursuant thereto.

15.32 The custodian and nominee services will terminate upon the termination of the terms and conditions herein pursuant to Clause 23.1 below.

15.33 Upon the termination of the custodian and nominee services, all fees and charges due and payable to the nominee shall be deducted from the Client's trust account or if there are insufficient funds, the shortfall shall be paid by the Client, and upon due settlement thereof, the nominee shall deliver to the Client all the Securities held in the Client's favour. Thereafter the Client shall not hold the nominee responsible for any further liabilities including for collecting any dividend, bonus or other rights which may arise.

15.34 Save and except for any members of the Kenanga Group of Companies, the nominee will not disclose to any third parties any information in the nominee's books concerning Securities held unless compelled to do so by law. In the event the nominee discloses information to a third party as required by law, the Client hereby consents to such disclosure.

15.35 The Securities are deposited with the nominee at the Client's own risk and on the understanding that the nominee shall not be liable for any losses and damages or whatsoever acts or things done or omitted to be done in respect of the Securities except arising from or occasioned by the nominee's wilfull negligence or wrongful act.

15.36 The nominee shall not be liable for any losses, delays or damages due to any causes beyond the control of the Bank, custodian, sub-custodian or nominee and without limiting the generality thereof, including, acts of government, strikes, lockouts, fire, lightning, explosion, flooding, riots, civil commotions, acts of war, malicious mischief or theft.

15.37 The Bank, nominee, custodian or their agents are not obliged to and shall not give any recognition to any trusts or equities in respect of the securities or any part thereof lodged with them.

15.38 For the avoidance of doubt, where the Client is and/or ceases to be a substantial shareholder or has changes in the voting shares of any company, the Bank, custodian, sub-custodian and/or nominee shall not be under any duty or responsibility to notify the respective company and/or Client. The Client undertakes to notify the respective company as required by the Companies Act 2016 or any others laws in a foreign jurisdiction and the Bank, custodian, sub-custodian and/or nominee shall not be liable for any losses, damages or fines in the event the Client fails to notify the respective company.

16. COLLATERAL

16.1 From time to time, the Bank may request for the Client to deposit and/or deliver Collateral which is acceptable to the Bank to secure all of the Client's trading activities and monies, obligations and liabilities due and owing to the Bank and the Client shall, at the request of the Bank at any time and from time to time, substitute such Collateral with those acceptable to the Bank at its absolute discretion.

16.2 The Collateral will be a continuing security to the Bank for the general balance of the Client's debts to the Bank, which includes but is not limited to any monies now and hereafter due under the Client's Account(s).

16.3 The Client hereby undertakes to settle and repay to the Bank all sums of money due on contra-losses on or prior to the repayment due date stated in the contra loss statement or any other period of time as may be prescribed by the Bank in its absolute discretion at any time from the relevant transaction date.

16.4 In the event that any debt, including without limitation the contra losses referred to in clause 16.3 above, remains outstanding and due and owing from the Client after the relevant repayment due date or any other period of time as may be prescribed by the Bank in its absolute discretion at any time and from time to time by written notice to the Client, the Bank shall be irrevocably and unconditionally authorised, without giving the Client any notice to sell, transfer, charge, assign or otherwise deal with, in any manner and at any time the Bank deems fit in its absolute discretion, all or any of the Collateral and utilise the proceeds thereof or other monies held by the Bank to settle such debts due and owing from the Client, in which event the Client shall have no recourse against the Bank or its nominee in respect of any loss that the Client may suffer arising out of or in relation to or connected with such sale or the terms and conditions herein. Without prejudice and in addition to the above, the Client hereby appoints the Bank or any of its attorneys, officers and servants as the Bank shall from time to time at its absolute discretion nominate, and in the Client's name or in the name of the Bank or any of its attorneys, officers and servants as the case may be, to deal with the Collateral in any manner whatsoever and to do all other things as fully and effectively as the Client could do in connection therewith and in particular but without prejudice to the generality of the foregoing to transfer, assign, charge or sell the Collateral or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer, assignment, charge or sale.

16.5 At the Bank's discretion, the Collateral may be registered by the Bank in its name or in the name of the custodian, sub-custodian or nominee. If any of the Collateral are held in the Client's CDS account, the Bank shall be empowered in accordance with Section

40 of the Securities Industry (Central Depositories) Act 1991, to request the Central Depository to transfer the Collateral into its securities account or its nominee's securities account. Nothwithstanding the aforesaid, neither the Bank nor its nominee shall be answerable or responsible for any diminution in value of any of the Collateral, however arising, whilst the same are in the custody, possession or control of the Bank or its nominee. Further, while the Collateral are in the custody, possession or control of the Bank or its nominee, neither the Bank nor its nominee shall be responsible to ensure that any rights issue, bonus or dividends declared in respect of the Collateral are taken up, received or collected by the Bank or its nominee.

16.6 The Client shall, if requested, enclose herewith such duly executed transfers or assignments as are necessary to enable the effectual transfer of the Collateral. The Client hereby expressly grants the Bank full and express authority to complete such transfers, assignments and/or documents in relation thereto. In the event that further documents are necessary to effectively transfer the Collateral, the Client shall immediately upon the Bank's demand execute such documents.

16.7 The Client acknowledges that the Bank will not be liable for any loss or damage of the Collateral delivered to the Bank including but not limited to any stocks and shares deposited under the Client's Account(s).

16.8 The Client agrees and acknowledges that the Bank shall have the absolute discretion by notice in writing to the Client, at any time and from time to time, to specify, determine and/or modify the Client's trading limit based on the amount of the Collateral which the Client has deposited or pledged with the Bank without giving any reasons whatsoever.

Bank's Right to Impose Restrictions

16.9 If there is any Indebtedness under the Client's Account(s) and/or any other accounts within the Bank and/or with Kenanga Group of Companies, the Bank reserves the right to:

16.11.1 restrict, reject or withhold the Client's request to transfer any Securities or monies from the Client's Account(s) and/or CDS Account maintained with the Bank; and

16.11.2 withhold any sales proceeds or monies due to the Client.

Utilisation of Collateral and Proceeds

16.10 The Client hereby irrevocably agrees, authorises and instructs the Bank to sell, transfer, pledge, assign or otherwise deal with any or all the Securities or to dispose any of the Collateral at any time and in any manner as the Bank shall in its discretion deems fit and without prior or further notice or reference to the Client, and to use the proceeds arising therefrom to settle any outstanding balances due to the Bank under the Client's trading account maintained with the Bank, including but not limited to contra losses, purchases of securities which have been subsequently suspended and other charges which may be due to the Bank.

16.11 Without prejudice to any of the provisions herein contained, it shall be lawful for the Bank to sell or otherwise deal with the Collateral and utilise the proceeds thereof upon the occurrence of any of the following:

16.11.1 the Client defaults in paying or further securing or satisfying to the Bank any moneys or liabilities due under any of the Client's Account with the Bank at any time and from time to time;

16.11.2 the Client commits an act of bankruptcy or is declared a bankrupt or being a company, the Client becomes insolvent, is placed under receivership or a resolution is passed for its winding-up;

16.11.3 the Client has breached or threatens to commit a breach of any of the terms and conditions; or

16.11.4 the Bank is of the opinion that its interests is in jeopardy.

If the proceeds are insufficient to settle the amount due to the Bank, the Client shall on demand immediately pay the difference between the amount due and the amount realised with interest to the Bank.

16.12 The Client shall accept the prices of the Securities sold and shall not under any circumstances hold the Bank liable for any losses howsoever arising from the sale of the Securities or disposal of the Collateral hereunder.

16.13 The Client further gives the Bank the absolute right to utilise any trust monies that may be held by the Bank in favour of the Client to set-off against, at any time that the Bank deems fit, any contra losses that have been realised and any and all interest that may have accrued on the same.

16.14 The Client acknowledges and agrees that the Bank is under no obligation to exercise its rights as herein set out and as such, the Bank shall not be liable for any loss, damage, claims, fines, costs and expenses which the Client may suffer or incur or any depreciation in the value of the Collateral due to any reason whatsoever including but not limited to the Bank's delay or failure in exercising its rights hereunder.

17. ADDITIONAL TERMS AND CONDITIONS OF MARGIN ACCOUNT

17.1 The Client shall execute the letter of offer and/or facility agreement and all other documents in connection with the Client's margin account in such form and upon such terms and conditions contained herein as may be required by and acceptable to the Bank.

17.2 The Client hereby agrees that the terms and conditions contained in the letter of offer, facility agreement and other documents governing the margin account (collectively referred to as the "Margin Documents") shall be in addition to and are not in derogation of the terms and conditions herein and in the event of any inconsistency between the terms and conditions of the Margin Documents and the terms and conditions herein, the terms and conditions of the Margin Documents shall prevail.

18. DISCRETIONARY FINANCING FACILITY

18.1 The Client may apply and utilize the discretionary financing facility ("DF") to finance the purchase of Securities on BMSB through the Bank and transacted on a ready basis contract as defined in the BMSB Rules. Upon the Client's application for the DF, the Client shall submit the applicable forms and relevant documents as required by the Bank from time to time. The Bank in its absolute

and sole discretion from time to time, may allow the Client to make payment of any outstanding purchase contract not later than 12.30 p.m. on the seventh (7th) market day from the purchase contract date, such date to be determined by the Bank.

18.2 Notwithstanding any other provisions herein, the Bank may review the DF from time to time and may at any time in its sole discretion recall, suspend, revoke, withdraw or terminate the DF by notice to the Client. Where the DF is recalled, suspended, revoked, withdrawn or terminated, all outstanding amounts due and owing by the Client to the Bank shall become payable immediately.

Settlement of Purchases and Repayments

18.3 Notwithstanding anything to the contrary, the Client hereby irrevocably gives notice to request DF for all purchase contracts and the Bank may approve or reject such request by notice to the Client or the CMSRLH.

18.4 Where such request has been rejected by the Bank, the Client is required to settle any outstanding purchase contract by the Settlement Due Date under the FDSS.

18.5 Where the Client's or the CMSRLH's request has been approved, the Client shall pay or repay the Bank the amount drawn down for the Relevant Contract and all other costs and expenses due and payable in respect of, or in connection with, the Relevant Contract ("DF Advance") not later than 12.30 p.m. on the date falling seven (7) market days (" Repayment Date") from the transaction date of the securities purchased.

18.6 Settlement of the outstanding purchase position in respect of any Relevant Contract against the outstanding sale position of the same securities by way of "contra" must be effected not later than 12.30 p.m. on the Repayment Date.

Sale on Default

18.7 Where the DF Advance in respect of any purchase contract is not settled on the Repayment Date, the Bank has the right to close-off the outstanding purchase contract by instituting a selling-out for the sale of the Securities in the purchase contract on the market day immediately following the Repayment Date. The Bank shall not be liable for any losses, expenses, charges, penalties or damages arising from the sell-out which the Client is fully liable.

Interest and Fees for Discretionary Financing

18.8 The Client shall pay interest on the DF Advance to the Bank at a prescribed rate ("Interest Charge") and calculated on a daily basis, commencing from the Settlement Due Date until the date of payment or sale of the said securities. The Client shall pay the DF Fee together with the Interest Charge on the DF Advance on the Repayment Date.

18.9 For the avoidance of doubt, the Bank reserves the right to vary the prescribed rate of the Interest Charge and the DF Fee in its sole and absolute discretion at any time.

19. GENERAL TERMS AND CONDITIONS OF UNIT TRUSTS AND PRIVATE RETIREMENT SCHEME (WEALTH MANAGEMENT PRODUCTS)

Rights of the Bank

19.1 The Bank reserves the right to reject any application without assigning any reasons. The rejected application will be notified accordingly. The Client hereby agrees that the terms and condition governing unit trusts and private retirement scheme contained in any other document(s) ("Product Terms") shall be in addition to and are not in derogation of the general terms and conditions herein and in the event of any inconsistency between the terms and conditions of the Product Terms, and the terms and conditions herein, the terms and conditions of the Product Terms shall prevail.

19.2 The Bank shall be entitled to amend or vary the terms and conditions for the provision and management of unit trusts and such amendment(s) or variation(s) shall be deemed valid upon notice being given to the Client.

Issuance of Official Receipt and Statement of Accounts

19.3 An official receipt or transaction statement will be issued to Unit Holder within fourteen (14) Business Days from the date of transaction.

19.4 Unless otherwise advised, the statement of account detailing all active accounts will be issued to Unit Holder periodically as per the relevant guidelines.

Reinvestment of Income Distribution

19.5 Any distribution of income shall be automatically reinvested.

19.6 Where there are no units available for reinvestment of income distributed due to, but not limited to the units having been fully subscribed, the income will be paid by cheque to the registered Unit Holder.

Future Transactions and Payments

19.7 The Bank upon clearance of screening and evidence of receipt of money will process all investment forms/applications which must be submitted by the applicants. Any subsequent transactions must be accompanied by relevant forms duly signed and completed.

19.8 All investments and transactions will be carried out according to the instructions of authorised signatories specified in the Form or any subsequent written notice duly received by the Bank.

19.9 It shall be obligatory on the Unit Holder to notify the Bank of any errors in any notice, statement, receipt and correspondence within fourteen (14) Business Days of receipt of the same. Otherwise, the correctness of the transactions is conclusive and shall have absolute binding effect against the Unit Holder. The Bank reserves the right to rectify the notice, statement, receipt and

correspondence at any time in respect of any errors, and rendering of a fresh notice, statement, receipt and correspondence shall be binding on the Unit Holder.

19.10 Any change to the documents or information supplied to the Bank in connection with this application or change in circumstances shall be immediately notified to the Bank.

19.11 For lump sum investment with deferred entry fee, the deduction of chargeable entry fee from the account in the form of units will be done automatically every month. No advice will be issued. The chargeable entry fee will be deducted from the units of fixed income funds or from units of the larger fund in terms of market value at the Bank's discretion.

Redemption of Units and Cooling-Off

19.12 Unit Holders may redeem their units by completing the redemption form and submitting the said form to the business address of the Bank or its appointed distributors.

19.13 Units shall be redeemed based on the net asset value price provided by the respective unit trust management company or private retirement scheme provider for the respective unit trust funds or private retirement schemes. All redemption amounts shall be made payable only to the registered Unit Holder.

19.14 Redemption proceeds may be credited directly to the Unit Holders' account maintained with the Bank. If other modes of payment are selected, kindly allow sufficient time for the cheques to reach the Unit Holders and/or for the funds to clear.

20. TERMS AND CONDITIONS OF THIRD PARTY UNIT TRUST FUNDS (WEALTH MANAGEMENT PRODUCTS)

20.1 The Client agrees that any third party unit trust will be registered in the name of the nominees appointed by the Bank as bare custodian and not a trustee to hold and act for and on behalf of the Client in relation to any units of such third party unit trust funds as may be invested in, from time to time by the Client, and the Bank shall not recognise any trust or equity in respect of these terms and conditions or any party thereof.

20.2 The Client hereby appoints the Bank as nominee to transact on behalf of the Client in relation to any transactions. The Client hereby agrees that the terms and conditions governing the third party unit trust funds contained in in any other document(s) ("Product Terms") shall be in addition to and are not in derogation of the terms and conditions herein and in the event of any inconsistency between the terms and conditions of the Product Terms and the terms and conditions herein, the terms and conditions of the Product Terms shall prevail.

20.3 The Bank will hold the purchased units as registered Unit Holder for and on behalf of the Client and it is authorised to request payment of and receive all distributions and other payments or distributions in relation to the units.

20.4 The Client is aware that the Client have waived the option to receive the income distributions, if any, of the fund(s). Income distribution, if any of the fund(s) will be automatically reinvested.

20.5 The Client hereby agree that the Bank shall have the right to vote for and on behalf of the Client in respect of the units held in the event of any Unit Holders' meeting convened for the fund(s).

20.6 Transactions in the units may be aggregated and consolidated either daily or from time to time by the Bank with such transactions placed or sent by the Bank to the relevant unit trust management company of the respective funds.

20.7 All transactions with respect to the unit effected by the Bank for the Client shall be according to the terms of the Prospectus, Deed of the fund(s) and applicable laws.

20.8 The Bank will issue a statement of account to the Client providing a summary of all the transactions made by the Client during the relevant period and at such times as may be determined by the Bank from time to time.

20.9 The Client shall reimburse the Bank all costs and out of pocket expenses (including without limitation, all costs and fees imposed by any other relevant unit trust management company(s).

20.10 Neither the Bank nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by the Client, such as but not limited to, loss of anticipated profits or other anticipated economic benefits whatsoever or however caused, whether in contract or in tort (which includes but is not limited to negligence), arising directly or indirectly in connection with or arising out of these terms and conditions of the units.

21. GENERAL TERMS AND CONDITIONS OF INSURANCE (WEALTH MANAGEMENT PRODUCTS)

Rights of the Bank

21.1 The Bank reserves the right to reject any application without assigning any reasons. The rejected application will be notified accordingly. The Client hereby agrees that the terms and conditions governing the insurance products contained in any other document(s) ("Product Terms") shall be in addition to and are not in derogation of the terms and conditions herein, and in the event of any inconsistency between the terms and conditions of the Product Terms and the terms and conditions herein, the terms and conditions of the Product Terms shall prevail.

21.2 The Bank shall be entitled to amend or vary the terms and conditions for the provision and management of insurance and such amendment(s) or variation(s) shall be deemed valid upon notice being given to the Client.

21.3 The insurance products sourced or arranged through the Bank are obligation only of the insurance company. They are not obligations of or guaranteed by the Bank or any of its affiliates or subsidiaries.

Importance of Disclosure

21.4 Insurance contracts or policies are based on trust therefore it is important that the Client provides and discloses precise and true details of the subject matter to be insured as the principle of 'utmost good faith'.

21.5 The Client must provide all the facts in the application form fully and faithfully so that the respective insurance company can assess the risk fairly.

21.6 The Client shall read all the documentation and requirements carefully and understand the terms and the risks the policy does and does not cover before signing the insurance application forms. Otherwise the insurance policy could be void.

Complete the Application Form Carefully

21.7 The Client shall provide the complete insurance applications documents and disclose material facts required by the Bank and the respective insurance company. If any incomplete information or documentations, the respective insurance company reserves the right to refuse for a period of time for any medical condition which the Client has neglected to mention or deny a claim for treatment of an undisclosed condition and/or cancel the Client's policy.

22. NOTICES

22.1 Any notice or communication by the Bank to the Client including without limitation contract notes/statements, contra statements, statement of accounts and notices shall be deemed to have been duly served upon and/ or received by the Client: -

22.1.1 if sent by registered mail or postage prepaid, on the 5th business day falling after the date of posting; or

22.1.2 if delivered by hand or courier to the Client or to a CMSRLH or such other person authorised by the Client in writing to receive such notice or communication, at the time of delivery to the recipient;

22.1.3 if transmitted by way of facsimile transmission prior to 5.00 p.m. on a business day, at the time of transmission failing which it shall be deemed served on the following Business Day;

22.1.4 if transmitted electronically through the E-Services posted at the KIBB Website at the time of transmission or posting; or

22.1.5 if transmitted through electronic mail then upon a delivery receipt being issued by the dispatching machine.

22.2 Without prejudice to the generality of Clause 22.1 herein, records stored in the transaction log of the computer system of the Bank of any notice or communication sent through the E-Services shall be sufficient proof of such notice or communication being sent.

22.3 Any dispute on the accuracy of the information, report, data or recommendation provided to the Client by the Bank, contract note or other documents from the Bank stated in any notice or communication served upon or given to the Client must be communicated in writing to the Head, Group Operations or any other designation of similar standing within fourteen (14) days from the date of the said notice or communication, failing which they shall be deemed to be correct and accurate. The Client agrees that the Bank reserves the absolute right to make any adjustment to the contents of any notice or communication sent arising from any technical or typographical error.

22.4 The Client shall have the sole responsibility to immediately notify the Bank in writing of any changes to the Client's information including but not limited to the correspondence address(es), contact number(s), facsimile (if any) and electronic mail addresses, failing which any notice or communication issued or sent by the Bank to the address or addresses last notified in writing by the Client to the Bank shall be deemed properly served on the Client.

22.5 Any demand for payment or service of any legal process may be made or effected by prepaid registered or ordinary post addressed to the Client to the address or addresses last notified in writing by the Client to the Bank or at the Client's last known address/place of business and such demand or legal process shall be deemed to have been duly served on the fifth (5th) day following that on which it was posted, notwithstanding that the said demand or legal process may subsequently be returned undelivered by the postal authorities. The Client hereby irrevocably confirms that service of such documents in the manner aforesaid shall be deemed good and sufficient service on the Client and the Client agrees to waive any right to demand personal service in respect of such writ of summons or any other originating process of the Court documents.

23. EVENTS OF DEFAULT

23.1 Each of the following shall be an Event of Default, whether it is within or beyond the control of any party to the Form and/or the Terms: -

23.1.1 Failure on the part of the Client to observe or perform any of the terms and conditions or breach or non-compliance of any provision of the Form and/or the Terms (including undertakings, covenants or declarations and any variations, supplements or amendments thereto); or

23.1.2 Failure on the part of the Client to pay any sum of any kind or nature whatsoever (whether actual or contingent) due; or

23.1.3 Any misrepresentation or warranty or declaration given or made by the Client which proves to be incorrect or misleading or inaccurate; or

23.1.4 Any omission or failure by the Client to provide any information as requested by the Bank from time to time including but not limited to information to maintain or open the Client's Account(s); or

23.1.5 If any provision contained in the Form and/or the Terms is held for any reason whatsoever, to be invalid or unenforceable; or

23.1.6 An encumbrancer takes possession of, or a trustee or administrator or other receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Client; or

23.1.7 Any security interest which may for the time being affect any of the Client's assets becomes enforceable; or

23.1.8 The Client becomes or is declared insolvent or is deemed unable to pay its debts within the meaning of Section 466(1) of the Companies Act 2016 or any analogous events in any jurisdiction or becomes unable to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its creditors; or

23.1.9 The Client convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of its creditors, or a petition is presented or a meeting is convened for the purpose of

considering a resolution for the winding-up of, or other steps are taken for making of an administration order against the Client (other than for the purpose of reconstruction); or

23.1.10 The Client, being an individual, becomes or is adjudged or declared bankrupt or commits an act of bankruptcy or has a bankruptcy petition presented (or any analogous event) against him in any court of competent jurisdiction; or

23.1.11 The Client dies and the Bank has notice of death either directly or indirectly; or

23.1.12 The Client is certified insane by a licensed medical practitioner, or is unable to handle his personal affairs himself and no person has been appointed under a Power of Attorney to handle the Client's Account(s) or financial affairs; or

23.1.13 The Client is temporarily or permanently impaired by mental and/or physical deficiency, disability, illness or by the use of drugs to the extent he/she lacks sufficient understanding to make rational decisions or engage in responsible actions; or

23.1.14 Any legal proceedings, suit or action is instituted against the Client or any judgment or order is made against the Client, which in the opinion of the Bank could or would have a material adverse effect on the Client, or distress or any form of execution is levied or instituted against any of the assets of the Client; or

23.1.15 Any governmental authority or any person or entity acting or purporting to act under any governmental authority shall have taken any action in order to condemn, seize, appropriate or assume custody or control of the Client, or all or any substantial part of its assets or to curtail its authority in the overall conduct of its business or operations; or

23.1.16 If an event or events has or have occurred or a situation exists or arises which in the opinion may or will affect the ability of the Client to duly perform or observe any of its other obligations to the Bank whether arising from the Form and the Terms or otherwise; or

23.1.17 A material adverse change in the financial condition of the Client or in all or any part of the affairs, investments, business or operations of the Client that has in the Bank's opinion occurred, or any event occurs or circumstances arise which in the Bank's opinion gives reasonable grounds for believing that the Client may not be able to perform or observe any one or more of its obligations in the Form and the Terms or any part thereof.

23.2 If an Event of Default shall occur or be continuing, the Bank as the case may be shall have the absolute discretion to do any one or more of the following: -

23.2.1 Suspend and/or close any or all of the Client Account(s) and / or terminate or determine all the Services and facilities provided or any part thereof;

23.2.2 Demand full payment of all Indebtedness from the Client;

23.2.3 Sell or dispose in any manner as the Bank in its sole discretion deem fit all Securities held in any of the Client Account(s) and apply the net proceeds of any sale or disposal towards settlement of all monies owing to the Bank; and/or

23.2.4 To sell-out any outstanding purchases (which have not been paid for) and utilize any sums standing to the credit to set-off against losses, if any, arising from such said sell-out or in the event there are any proceeds from such sell-out, the Bank may apply the net proceeds of any sale or disposal towards settlement of all monies owing to the Bank.

23.3 Additionally, in the event of death, the following clauses shall apply: -

23.3.1 All instructions, cheques and other monetary instruments shall be honoured by the Bank until the Bank receives notice in writing of the demise of the Client or until the Bank becomes aware of the same (howsoever such awareness came about, i.e., whether through public notification, direct notification to the Bank or from any other source which is reasonable for the Bank to assume is true);

23.3.2 Upon the Bank receiving formal notice of the demise of an individual Client, the Client's executor(s) or administrator(s) shall be the only persons recognised by the Bank as being the Client's successor(s) in the event of the Client's death and the Bank is entitled to freeze and/or retain any Securities or any sums standing to the credit of the Client's Account(s) until such time that the Client's successor(s) produces to the Bank a valid and binding Court Order confirming the Client's successor(s) to deal with the Client's affairs and property. Should there be any ambiguity in relation to the Client's successor(s), the Bank is entitled to withhold any sums standing to the credit of the Client's Account(s) until such ambiguity is resolved;

23.3.3 Notwithstanding the above, upon the Bank being aware of the Client's demise, the Bank shall be entitled to sell-out any outstanding purchases (which have not been paid for) and utilize any sums standing to the credit to set-off against losses, if any, arising from such said sell-out; and

23.3.4 Any payment or transfer of shares made by the Bank to the executor(s) or administrator(s) of the deceased Client shall constitute the complete discharge of the Bank's liability under the Client's Account. In the event where a Client's estate has more than one executor or administrator, the Bank shall be entitled to release any Securities or any sums standing in credit in the Account to any single executor or administrator unless the Bank receives written instructions otherwise.

24. TERMINATION OR SUSPENSION

24.1 The Bank reserves the sole and absolute right to suspend, close or terminate the Client's Account(s) for any reason deemed appropriate at any time without prior notice and without assigning any reason whatsoever, notwithstanding any Terms stating otherwise. Any termination or suspension of any of the Client's Account(s) or any of the Services or E-services offered by the Bank to the Client or any part thereof (with or without cause) and any withdrawals of Securities, whether or not following termination, shall be without prejudice to the right of the Bank to settle any transactions entered into or to settle any liability incurred on behalf of the Client prior to termination at the discretion of the Bank. The Bank shall be entitled to cancel any unexecuted instructions. The Client shall remain liable for all resulting costs, losses and expenses incurred.

24.2 In respect of the termination of any accounts, the Bank shall transfer or cause to be transferred any of the Securities to a successor designated by the Client, at the Clients' costs and expense. Such transfer is to be effected no later than three (3) months from the date of termination. Should the Client fail, ignore and / or neglect to nominate a successor or to effect the transfer within the three (3) months period, the Bank shall be entitled to charge or levy fees as may be deemed appropriate.

24.3 The Client may terminate the Client's Account(s) or the Services upon giving not less than one (1) month's written notice in advance to the Bank and upon payment of all monies outstanding and payable or which will become payable to the Bank in respect of the Client's Account, the Services or otherwise and the full discharge of all the Client's obligations herein.

24.4 Any instructions given by the Client authorizing a third party to act on behalf of the Client and/or any instructions in relation to the closure of the Client's Account(s) shall be given in writing by the Client to the Bank.

24.5 Notwithstanding anything contained in clause 22, service of notice of termination by the Client to the Bank shall be effective only upon actual receipt thereof by the Bank.

24.6 For the avoidance of doubt, all the Client's obligations under the terms and conditions herein, including the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination shall survive the termination of the Terms herein (including Website Terms) or the deactivation or revocation of the Bank's Services until the said obligations are fully performed or settled.

25. INDEMNITY

25.1 In consideration of the Bank agreeing to the opening, holding and administering of the Client's Account and/or the provision of Services and facilities by the Bank, the Client shall (and hereby unconditionally and irrevocably undertakes to and agrees with the Bank and each of their respective officers, employees, or any authorised third party) at all times and from time to time and at any time ON FIRST DEMAND duly, punctually and fully indemnify and save harmless the Bank and each of their respective officers, employees, or any authorised third party, from and against any and all actions, suits, proceedings, claims, liabilities, demands, losses, charges, penalties, fees, fines, debts, interests, damages, expenses and costs (including all costs on a solicitor client basis) of whatever nature as may at any time or from time to time be sustained, incurred or suffered by reason of or as a consequence of or arising out of the Client's breach of the terms in the Form and the Terms or the Bank having to act on the Client's instructions or any third party rights including copyright, proprietary, privacy or intellectual property rights.

25.2 The Client further agrees to fully indemnify and save harmless the Bank for all and any actions, losses, damages, liability, claims, costs, charges or other expenses which the Bank may howsoever incur or be subjected to in relation to the Bank's functions and services provided through and in connection with the E-Services and including but not limited to in connection with or arising from: -

(a) any unauthorised instructions or other instructions and data from the Client or purporting to be from the Client that might be transmitted through the E-Services or any instructions or such other instructions and data being inaccurate, garbled or incomplete;
(b) the recovery of or attempt to recover by the Bank from the Client of any monies due to the Bank or the enforcement by the Bank of the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same;
(c) any change in any law, regulation or official directive which may have a material adverse effect on the Bank, the Bank's Services or any amendments, additions, modifications, variations whatsoever of the same; and
(d) any breach by the Client of any of the Client's representations, warranties and obligations herein and/or pursuant to the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same.

25.3 This indemnity shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of any or all the Client's Accounts with the Bank and shall be binding upon the personal representatives, successors-in-title and permitted assigns of the Client.

26. LIMITATION OF LIABILITY

26.1 The Bank and its representatives, which shall include the Bank's employees and agents, information providers and licensors, shall not be answerable or liable to the Client or any third party whether in contract, tort or otherwise for any loss damage, expense, liabilities, fines, costs (including all costs on a solicitor-client basis) or demands, claim, actions, penalties whatsoever and howsoever caused, any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with the Bank's failure, neglect or omission to carry out or execute any order or instruction given by the Client (even if the Bank has been advised on the possibility of such loss or damage or claim).

26.2 Notwithstanding any loss or damage that the Client might incur for any reason whatsoever (including, without limitation, all damages referenced above), the total aggregate liability of the Bank and any of its employees, officers or agents in connection with the Client's exclusive remedy for all the foregoing shall not exceed the fees and commissions paid by the Client to the Bank during the six (6) months immediately preceding the Client's first written claim in relation to the loss or damage. Any such claim must be made no later than thirty (30) days from when the event giving rise to liability first occurred.

26.3 Both the Client and the Bank agree that notwithstanding any provision of the law to the contrary, no action, regardless of form, arising out of or in connection with the Bank's Services or the terms and conditions herein, may be brought by the Client against the Bank more than one (1) year after the cause of action has accrued.

27. FORCE MAJEURE

27.1 The Bank shall not be liable to the Client for any partial performance, delay in performance or non-performance of any of its obligations under the Form and/or the Terms or any part thereof or any other agreement with the Client by reason of any cause beyond the Bank's control or any event of force majeure, including, but not limited to, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, expropriation, currency restrictions, the failure of any exchange, market or clearing house or the failure of any relevant correspondent or other agent for any reason to perform its obligations, war, nationalisation, terrorism, insurrection, revolution hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, storm or explosion.

27.2 The Client agrees that any and all securities documents and/or other property hereafter deposited with or held by the Bank, whether held by the Bank themselves or their respective Authorised Third Parties, are at the Client's sole risk as regards to loss, destruction or damage.

28. STATEMENTS

The Bank will provide the Client with a written statement/contract note of each transaction effected in relation to the Client's Account, and such statement/contract note shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement/contract note, the Client shall do so in writing within fourteen (14) calendar days from the date of such statement/contract note, otherwise the Client shall be

deemed to have accepted the contents thereof. A statement by any of the Bank's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.

29. ILLEGAL PURPOSES

The Client represents warrants and undertakes to the Bank that it has not and that it will not make use of the Services to be provided by the Bank to the Client for any illegal or improper purposes (including for purposes of effecting money-laundering operations).

30. COSTS AND EXPENSES

30.1 The costs of and incidental to the Form and the Terms including stamp duty, if applicable, shall be borne and paid by the Client.

30.2 The Client agrees that upon receipt of written notice from the Bank, the Client shall pay to the Bank all Indebtedness and other dues payable and/or reimburse the Bank respectively for all costs and expenses incurred by the Bank for and on the Client's behalf.

30.3 The Client shall also pay interest on late payments at the Bank's prevailing rate on all Indebtedness, outstanding contracts and on any debit balance in the relevant accounts from the date the amount is due until full settlement thereof. Such interest rates shall be subject to change by the Bank from time to time. The Client is advised to check the prevailing late payment interest rate with the Bank prior to incurring any Indebtedness.

30.4 All payments and/or reimbursements shall, unless otherwise determined by the Bank, be in Ringgit Malaysia.

31. INTEREST

31.1 Without prejudice to any other provisions herein, the Client hereby irrevocably and unconditionally, agrees, consents, directs and authorizes the Bank to place or invest the Available Funds at any time and from to time to time in an interest-bearing account with any licensed institution as defined under the CMSA.

31.2 In relation to clause 31.1 above, when the Bank invests all or part of the Available Funds in an interest-bearing account with a licensed institution, the Client further agrees and authorizes the following: -

31.2.1 The Bank shall be solely entitled to any interest earned on the net available sum of monies remaining in the Client's trust account;

31.2.2 The Bank shall at its absolute discretion determine the amount of interest repayment and/or the rate at which such interest repayment is computed to be repaid to the Client;

31.2.3 The Bank shall make repayment of such interest only if the Client maintains a minimum balance or any other amount as notified and determined by the Bank in its sole and absolute discretion from time to time as the case may be; and

31.2.4 Where the Bank makes such interest repayment to the Client, the interest amount and/or or the rate of computation for such interest amount shall be disclosed to the Client and the interest shall be calculated on a daily basis at the end of each day and credited into the Client's trust account at the end of each calendar month less deductions of any other monies due payable and/or owed by the Client.

32. TAXES

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

33. NO WAIVER AND CUMULATIVE RIGHTS

33.1 No failure or delay on the part of the Bank in exercising nor any omission to exercise any right herein, upon any default on the part of the Client, shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default nor shall any action by the Bank in respect of any default or any acquiescence to any such default, affect or impair any of the Bank's respective rights, powers, privileges or remedies in respect of any other subsequent default.

33.2 The rights and remedies provided by the Form and/or the Terms are cumulative, and are not exclusive of any rights or remedies of the parties provided at law.

34. CHANGES TO THE AGREEMENT

34.1 The Bank shall be entitled at any time and from time to time to vary, amend, add, review, supplement, substitute or replace all or any of the terms and conditions of the Form and/or the Terms by way of notification to the Client to the extent that is applicable and relevant to the Client or post the updated terms and conditions in the KIBB Website.

34.2 No change to the Form and/or the Terms proposed by the Client shall bind the Bank unless agreed to in writing by the Bank.

34.3 The Terms herein shall be applicable to all the Bank's Services (without limitation) and to the Client(s) of the Bank and each Client shall be bound by the said Terms.

34.4 By continuing to maintain the Client's Account(s) at the Bank and/or by subscribing for any of the Bank's Services, the Client is deemed to have accepted and agreed to, at all material times, all the Bank's prevailing terms and conditions for such account(s) and Services as amended or supplemented from time to time.

35. RECONSTRUCTION & SUCCESSORS IN TITLE

The rights and obligations created by the Form and/or the Terms shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be binding upon and

inure for the benefit of the Client's heirs, personal representatives, successors-in-title or permitted assigns and the Bank's successors-in-title or assigns.

36. SEVERABILITY

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

37. ASSIGNABILITY

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

38. TIME SHALL BE OF THE ESSENCE

Time unless specifically mentioned otherwise shall be of the essence.

39. NON-EXCLUSIVITY

39.1 Nothing herein shall prevent: -

39.1.1 The Bank or any of their respective subsidiaries or associate companies from acting in any other capacity whatsoever for any other company or body or persons on such terms as it may arrange and the Bank shall not be deemed to be affected with notice of or to be under any duty to disclose to the Client any act or thing which may come to their knowledge or any such subsidiary or associate or any of their servants or agents in the course of so doing or in any manner whatsoever;

39.1.2 The Bank or any subsidiary or associate of the Bank from contracting or entering into any financial, banking, commercial, advisory or other transaction with any company or body any of whose shares, stocks or bonds shall for the time being form part of the securities held for and on behalf of the client or from being interested in any such contract or transaction and neither the Bank nor any such subsidiary or associate shall be liable to account to the Client for any profits or benefits made or derived by or in connection with any such contract transaction or dealing.

40. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the Courts of Malaysia and waive any objection to any legal actions or proceedings arising out of or in connection with the Form and/or the Terms in any such court on the grounds that such action or proceedings have been brought in an inconvenient or improper forum.

41. RELEASE OF INFORMATION AND CREDIT REPORTING

41.1 The Client consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to the Bank, and to such agents, service providers and sub-contractors of the Bank as informed by the Bank to Bursa Depository, of information or documents relating to the Client's affairs and in particular, relating to the Client's Account(s) (for example balances, account particulars and transactions). This consent shall be valid until revoked by the Client. The Client shall release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability which the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.

41.2 The Client further consents, authorises and permits the Bank, its officers and employees to collect, disclose, use, process and/or disclose the Client's Information for the following purposes in and/or outside of Malaysia:-

41.2.1 To assess and process the Client's applications for the products and services including any issue and/or query during such applications;
41.2.2 To manage and maintain the Client's Account(s) and/or facilities with the Bank;
41.2.3 For crime or fraud detection, investigation, prevention, prosecution and compliance with sanctions, including know your customer (KYC) and regular politically exposed persons (PEP) screening;
41.2.4 To respond to the requirements of a civil or criminal legal process, government and/or any regulatory body, and/or for regulatory compliance purpose and/or as required by law or regulation (including the European Union member states);
41.2.5 For debt collection and enforcement of your obligations to the Bank and/or recovery of monies due and payable by you under the Client's Account and/or any other product or service by Kenanga Group of Companies;
41.2.6 For audit, compliance and risk management;
41.2.7 To transfer or assign our rights and duties under any governing terms and conditions between the Bank and the Client;
41.2.8 To perform shared services within Kenanga Group of Companies;
41.2.9 For the outsourcing of business and back-room operations of Kenanga Group of Companies;
41.2.10 For the transfer, storing and processing of the Client's Information to a cloud service provider whether within Malaysia or outside of Malaysia in order to carry out any of the purposes stated in this clause 41.2;
41.2.11 To transfer the Client's Information to foreign jurisdictions to enable any cross-border transactions, for the performance of a contract, for the purposes of legal proceedings, upon written request from a foreign regulatory or government authority or body, to protect the Client's vital interest or where it is in the public interest to do so; and/or
41.2.12 For any other purposes that are required or permitted by any law, regulation, order and/or guidelines.

41.3 The Client acknowledges and agrees that the Client's Information may be made available, to the following:
41.3.1 The other entities/companies (including future entities/companies) within Kenanga Group of Companies, the Bank's agents, marketing representatives, affiliates or advisors, custodian/sub-custodian's agent's or advisors, professional

advisors, financial institutions, insurers, or insurance brokers, underwriters, reinsurers, service providers, guarantors or security providers, rating agencies, nominees, debt collection agencies (including persons involved in debt collection and claims for debt) and our other agents or third party providers (including financial institutions) with whom we have contractual agreements for our functions and services;

41.3.2 Share registrars;

41.3.3 The issuer of the Securities which the Client has invested;

41.3.4 Administrators, liquidators (interim or permanent), judicial managers, receivers and managers;

41.3.5 Other financial institutions granted or intending to grant any credit facilities to the Client, the Central Credit Bureau or any other central credit bureau established by the Central Bank of Malaysia (BNM) or such authorities/agencies established by BNM or any agency established by the Association of Banks in Malaysia, Cagamas Berhad and such other authorities as may be authorised by law to obtain the Client's Information;

41.3.6 Professional advisers, contractors, service providers, nominees, agents, debt collection agencies (including persons involved in debt collection and claims for debt), and the Bank's other agents or third party providers with whom we have contractual agreements for the Bank's functions and services;

41.3.7 Auditors, solicitors, valuers, consultants and/or agents in connection with the preparation of any contract(s)/agreement(s)/report(s)/advice/opinion(s) pertaining to the services and products by Kenanga Group of Companies;

41.3.8 Credit reference agencies, rating agencies, insurers or insurance brokers;

41.3.9 Any actual or potential participants or assignee or transferee of our rights and/or obligations under any transaction between the Bank and the Client;

41.3.10 Any guarantor or security provider for the services and products by Kenanga Group of Companies granted by the Bank to the Client;

41.3.11 Any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;

41.3.12 Any person connected to the enforcement or preservation of any of the Bank's rights under the Client's agreements with the Bank;

41.3.13 Any party or authority, if required by law, regulation and/or by law or pursuant to any order from any court of competent jurisdiction or if the disclosure has been approved in writing by BNM; and/or

41.3.14 Any other party authorised and/or consented to by the Client.

41.4 The Bank hereby acknowledges that the Client may, at any time, opt to withdraw or revoke the Client's consent for the disclosure of the Client's Information by submitting a written notification addressed to Account Management Section at e-statement@kenanga.com.my. The Client hereby acknowledges and agree that the Bank will require a reasonable amount of time to process such notices upon receipt of the Client's notice.

41.5 The Client hereby acknowledges and agrees that the Bank reserves the right to take the necessary actions including termination of the Client's Account(s) and other services if the Bank feels that such removal or cessation of the Client's consent would not allow the Bank to provide the services or products or fulfil the Bank's obligations in a satisfactory manner. This includes the Bank's entitlement to refuse to provide or cease providing any facilities, services or products.

41.6 The Bank shall deal with the Client's Personal Data in accordance with its Personal Data Protection Notice annexed herein (as may be amended or supplemented from time to time). The Client hereby confirms that the Client has read and understood the Bank's Personal Data Protection Notice* and accepts the terms and conditions and consents to the processing of the Client's Personal Data in accordance with such notice. (*For the most current version of the Personal Data Protection Notice at all material times, please refer to the posting on https://www.kenanga.com.my/pdpa).The Client shall not hold the Bank liable for any inadvertent disclosure of any of the Client's Personal Data and Client's Information whether inadvertently disclosed by the Bank or any third party appointed by the Bank.

41.7 In the event the Client provides the Bank with the Personal Data of other individuals, including information relating to the Client's next of kin or information relating to its directors, authorized signatories, individual shareholders, officers, security providers, the Client represents and warrants that the Client has obtained (or will obtain) their consent: -

41.7.1 For their Personal Data to be provided to, processed and used by the Bank for matters;

41.7.2 For the Bank to disclose the said Personal Data to Kenanga Group of Companies; and/or

41.7.3 For the Bank to disclose the said Personal Data so as to comply with any law or regulatory requirement,

in connection and pursuant to these terms and conditions. The Client agrees to update the Bank in writing if there is any change to the Personal Data of these individuals provided to the Bank.

41.8 The Client further agrees for the Bank and the credit reporting agencies to obtain and/or disclose any Credit Information (as defined under the Credit Reporting Agencies Act 2010 including information in the database systems of BNM known as CCRIS and DCHEQS) relating to the Client, its directors and shareholders (if the Client is a corporation), the Client's security provider(s), and/ or any other third party ("Data Subjects"), from and/or to the credit reporting agencies, BNM or any source deemed appropriate, for the purpose including but not limited to the opening of the Client's Account, credit assessments on the Data Subjects, Client's Account monitoring and review, debt recovery and any other purposes for the maintenance of the Client's Account with the Bank.

42. INDULGENCE

The liability of the Client hereunder shall not be impaired or discharged by reason of the fact that any person is or has become in any way, whether with or without the acceptance of the Bank, liable to pay any of the monies owing by the Client hereunder or by reason of any time or other indulgence being granted by or with the consent of the Bank to any such person or by reason of any arrangement being entered into or composition accepted by the Bank modifying the operation of law or otherwise the rights and remedies of the Bank under these Terms.

43. STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

43.1 Structured warrants shall mean individually or collectively, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by the Exchange from time to time.

43.2 The Client shall be informed 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 their financial circumstances. In deciding whether to purchase structured warrants, the Client shall be aware of the following: -

43.2.1 the purchase of structured warrants is subject to the risk of losing the full purchase price of the structured warrants and all transaction costs;

43.2.2 in order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;

43.2.3 under certain conditions, it may become difficult to sell the structured warrants;

43.2.4 upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;

43.2.5 the placing of contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit the Client’s losses to the intended amount as market conditions may not make it possible to execute such orders; and

43.2.6 because of the small initial outlay, the high degree of leverage that is obtainable from structured warrants can work against or for the Client. The use of leverage can lead to large losses as well as gains.

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

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APPENDIX A

"Advice"	means any representation, advice, view, opinion or other statements of similar nature;
"Agents"	means any party or company which the Bank has engaged and/or appointed as agents to facilitate the provisions of Services;
"Agent Bank"	means any licensed Financial Institution used by the Bank to facilitate the provision of Services;
"AMLA"	means Anti-Money Laundering, Anti-terrorism Financing and Proceeds of Unlawful Activities Act 2001 including any such variations, supplements and/or amendments thereto;
"Bank"	means Kenanga Investment Bank Berhad (Company No.: **197301002193 (**15678-H)) having its registered and business address at Level 17, Kenanga Tower, 237 Jalan Tun Razak, 50400 Kuala Lumpur and includes its successors in title and assigns;
"Beneficiary"	means the ultimate owner of the deposited securities who is the person who is entitled to all rights as defined in the SICDA;
"Beneficiaries"	means collectively all the individual Beneficiaries and where the context so permits, include any one or more of them;
"BMSB"	means Bursa Malaysia Securities Berhad including its successors and assigns (where applicable);
"BNM"	means the Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009 (Act 701) including any such variations, supplements and/or amendments thereto;
"Book-Entry Securities"	means all book entry securities and all shares, stocks, bonds, debentures, certificates of deposit, notes, debt securities, warrants, options, futures contracts and securities of any kind whatsoever, the trading transactions of which are cleared and settled through any book entry system or any other trading system for the trading, clearance and/or settlement of scripless securities, whether in Malaysia or elsewhere;
"Bursa Multi-Currency Securities"	means Securities which are listed on BMSB in currencies other than Ringgit Malaysia (RM);
"Business Day"	means a day when BMSB is open for trading and banks in Kuala Lumpur is open for business;
"Buy Order"	means an order to purchase Securities;
"CDS"	means Central Depository System
"Client"	means the Person(s) named in the Account Opening Application Form/Customer Information Form in view of opening an account(s) with the Bank and includes its heirs, estate, personal representatives, successors and permitted assigns (and where the context so admits, includes any one of those persons) and who has been granted Services or E-Services by the Bank;
"Client's Account or Client's Account(s)"	means the account or account(s) opened/maintained by the Client for the purpose of trading in Securities and includes any multiple trading account(s) and any and all account or accounts opened including CDS/ securities account for and on behalf of the Client by the Bank;
"Client's Information"	means the Client's information and / or documents given in or together with the Account Opening Application Form/Customer Information Form/Customer Information Update Form and any other information pertaining to the Client, the Client's Account(s) and/or to the conduct of all the Client's Accounts, whether provided before or after the date of the Account Opening Application Form/Customer Information Form, whether oral or written, and regardless of the manner by which it is provided;
"Client's Bank Account"	means a bank account for payment remittance to the Client, details of which have been provided by the Client to the Bank;
"CMSA"	means Capital Market Services Act 2007 including any such variations, supplements and/or amendments thereto;
"CMSRLH"	means Capital Market Services Representatives Licence Holder as defined under the CMSA;
"Collateral"	means any and all cash, Securities (including securities purchased by the Client, whether paid or unpaid) or assets which may be deposited with the Bank and/or charged as security to the Bank for the Client's Account(s) and/or the performance of the Client's obligations to the Bank, its affiliates, agents and counter parties (foreign and otherwise);
"E-Services"	means any of the functions and services provided by the Bank through Electronic Trading facilities, such as KenTrade, KenNet, KenWeb, KenWealth, KIBB Website and any other types and means of Electronic Trading facilities and services that may be offered by the Bank to its Client from time to time, which shall include, without limitation, the following: - (i) the request, transmission, execution and confirmation of orders for the sale and purchase of securities (whether via telephone, facsimile transmission, Intranet, Internet, electronic mail or in writing);

	(ii) on-line account status inquiries, account and order confirmation; (iii) portfolio accounting services; (iv) information services and price quotation services; and (v) such other services which the Bank may provide to the Client from time to time.
"Electronic Trading"	means trading in securities via the Bank's computer or telephonic services or systems, internet, private network, personal computers, mobile telephones short messaging system and hand-held terminals;
"Exchanges' Rules"	means the rules of all the relevant Securities exchanges where the Client trades in Securities including but not limited to the rules of BMSB, rules of Bursa Malaysia Depository Sdn. Bhd., the business rules of Bursa Malaysia Derivatives Bhd., the rules of Bursa Malaysia Securities Clearing Sdn. Bhd., the rules of Foreign Exchanges', rules, regulations, directives, guidelines, circulars and policies issued by any regulatory bodies and authorities and includes any variations and supplements as may be introduced and enforced from time to time;
Foreign Market Data or "FMD"	means Foreign Market Data in relation to global trading, (which shall include data feed) with certain market data, pricing information and/or such other information from time to time as indicated by the Market Data Provider (agents and/or parties providing market data). One or more Market Data Provider may impose such other additional terms and conditions relating to and/or in connection with the use of market data. Such additional terms and conditions shall be contained in the KIBB Website;
"Force Majeure Event"	means any cause beyond a party's reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, war, strike, embargo, governmental or regulatory requirement, civil or military authority, Act of God, industrial disputes and acts or omissions of providers of telecommunications services or of any provider of Third-Party Content;
"Foreign Exchanges" or "Foreign Exchange"	means any other Securities or stock exchange other than BSMB which are recognised by BSMB;
"Foreign Securities"	means Securities traded or quoted on any Foreign Exchange;
"Form"	means collectively, the Account Opening Application Form/Customer Information Form, the Account Opening (Products) forms, any update forms, the Client Account(s) Common Terms and Conditions, all appendices, schedules, sections and forms thereto and as may be varied or supplemented from time to time;
"Global Trading Account(s)"	means the Global Trading Account(s) opened and maintained by the Client with the Bank to trade in Foreign Securities;
"GT Documents"	means any market data reports, research, summaries, analysis or any other documents of similar nature issued by the Bank and/or its agents (whether in oral or written form) in relation to global trading;
"Indebtedness"	means all the present or future indebtedness of the Client to the Bank howsoever arising and whether in Ringgit Malaysia or in any other currency including all interest, costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Bank and including those arising from the Bank in perfecting or enforcing or attempting to enforce any security against the Client which may be held by the Bank from time to time and so that interest shall be computed according to the Bank's usual mode after as well as before any demand is made or judgment is obtained and notwithstanding the termination of any of the Client's Account(s) referred herein;
"Intellectual Property"	means any copyright, designs, logos, trade names, trademarks, service marks and all other intellectual property;
"KIBB Website"	means any of the Bank's website(s) which provides electronic trading facilities, online services or information to the Client through such internet address(es) as may be designated by the Bank from time to time, including but not limited to www.kentrade.com.my;
"Laws and Rules"	means all laws, by-laws, rules, regulations, guidelines, circulars, policies and procedures, orders, directives, notices, requests prescribed by any applicable regulator or any government agency (whether or not having the force of law) in any applicable jurisdiction);
"Kenanga Group of Companies"	means the Bank and the companies which are subsidiaries of the Bank existing now or in the future, the companies which own or are owned by or under common ownership whether directly or indirectly or which control or are controlled by or under common control with the Bank;
"Links"	means any and all means by which one web page may permit its users/visitors to connect to or view another web page including by creating hypertext, logo or other graphical links or by framing the content of the other web page within the window or frame of a browser or other application;
"Market Data Provider"	means party(ies) providing Foreign Market Data to the Bank from time to time;

"Personal Data"	means any information in respect of commercial transactions, which: - (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system; that relates directly or indirectly to a Client, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive Personal Data and expression of opinion about the Client; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2010.
"Person(s)"	means individual and/or corporate Client(s);
"Security Features"	means any verification code, passwords, security information and procedures, account numbers and User IDs supplied by/confirmed by the Bank to the Client to access and operate the E-Services;
"Securities"	means all debentures, shares and stocks deposited or credited with the Bank and/or which may be from time to time deposited or credited and all other debentures, shares and stocks, securities, options, interests, rights, benefits which may at any time be derived from, accrued on or offered in respect of these securities as well as all dividends or other moneys received under the securities and where the context so permits and requires, shall include any part(s) thereof and where applicable shall include Foreign Securities and Bursa Multi-Currency Securities;
"Sell Order"	means an order to sell Securities;
"Services"	means any and all services, products, instruments, facilities, advise, reports, accounts, data, information, including but not limited to transaction verification, handling or intermediary services provided by the Bank to the Client and includes any other features, technologies or functionalities offered by the Bank, the Bank's E-Services, FMD and all additional or new products, services or facilities, instruments, advise, reports, accounts, data and information as may be introduced by the Bank from time to time;
"Settlement Currency"	means the currency offered by the client for trade settlement on foreign stocks;
"Settlement Due Date"	means the relevant settlement date for each contract depending on the rules of the applicable Exchange or Foreign Exchange;
"SICDA"	means Securities Industry (Central Depositories) Act 1991 and includes any statutory amendment or re-enactment thereof, including without limitation the Securities Industry (Central Depositories) (Amendment) Act 1998;
"Terms"	means the Client's Account(s) Common Terms and Conditions, the Website Terms and all other terms and conditions under the Form, including any annexures, addendums, schedules and/or any agreements attached hereto or as may be entered into from time to time in connection herewith and as may be varied or supplemented by the Bank from time to time;
"Third Party Content"	means any information or content provided by any party other than the Bank on any Electronic Trading facility, Links or Services provided by the Bank;
"Trust Account Monies"	means all monies held by the Bank or in the Bank's custody and control (including monies credited with a third party appointed by the Bank) and/or monies in the custodian/sub-custodian's custody and control;
"Unit Holder"	means an investor who owns one or more units in an investment trust; and
"Website Terms"	means the terms and conditions posted at any of the Bank's websites including, but not limited to KIBB Website and as may be updated by the Bank from time to time.

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KENANGA GROUP OF COMPANIES
PERSONAL DATA PROTECTION NOTICE

At Kenanga Group (consists of Kenanga Investment Bank Berhad and its group of companies including subsidiaries and related companies), we respect your Personal Data and strive to ensure that your Personal Data is protected in accordance with the laws of Malaysia. The security of your Personal Data is important to us and we shall maintain appropriate physical, technical and organizational measures needed to ensure the security and confidentiality of your Personal Data.

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

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

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

Types of data and information we collect

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

Use and Disclosure of Personal Data

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

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

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

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

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

Disclosure of your Personal Data

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

- the other entities within Kenanga Group, and its agents, affiliates and associates;
- professional advisers, contractors, service providers, debt collection agencies and our other agents with whom we have contractual agreements for some of our functions and services;
- credit reference agencies, rating agencies, insurers or insurance brokers;
- financial service providers in relation to the products and services that you have with us;
- any actual or potential participants or assignee or transferee of our rights and/or obligations under any transaction between us and you;
- any guarantor or security provider for the products and/or services granted by us to you;
- any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;
- strategic/business partners with whom we have a relationship with for specific products and services;
- any person connected to the enforcement or preservation of any of our rights under your agreements with us; and/or
- any party authorized and/or consented to by you.

Marketing Communications

We may also use your Personal Data to market Kenanga Group's products and services and to deliver targeted marketing and advertising, service updates, promotional offers and for the purposes of cross-selling within Kenanga Group. As such you may receive marketing communications from us or Kenanga Group for direct marketing and cross-selling marketing activities. For the purposes of direct marketing, your Personal Data would or may be disclosed to third parties which would include merchants and strategic business partners of Kenanga Group. You may tell us at any time if you do not wish to receive marketing communications from us by writing to the designated Data Officer, providing your full name, NRIC/Passport number (as applicable) and account details and details of any products or services you may have with us.

We may, from time to time, have information on third parties' promotions, products and services which may be of interest to you. Unless you have opted to receive marketing materials in regards to third parties' promotions, products and/or services by writing to us, you will not receive any marketing communications on such marketing materials. By agreeing to receive the marketing materials, you have consented to the disclosure of your Personal Data to any such third parties for marketing purposes as stipulated in this PDP Notice.

Access/Correct/Update to Information

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

Erasure and Restriction of processing

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

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

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

Portability

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

If you wish for us to transfer the Personal Data to another party, we can only do so where it is technically feasible. We are not responsible for the security of the Personal Data or its processing once received by the third party. We also may not provide you with certain Personal Data if providing

it would interfere with another person's rights (e.g. where providing the Personal Data we hold about you would reveal information about another person).

Profiling

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

Enquiries and Complaints

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

Data Officer
Kenanga Investment Bank Berhad,
Level 17, Kenanga Tower,
237, Jalan Tun Razak,
50400 Kuala Lumpur.
Tel: 03-2172 2888
Email: complaints@kenanga.com.my

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

E-Services

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

Changes to the PDP Notice

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

This PDP Notice was last updated in August 2022.

Language

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

Consent and Acknowledgement

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

If you are a corporation (non-individual)

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

NOTIS PERLINDUNGAN DATA PERIBADI
KUMPULAN SYARIKAT KENANGA

Di Kumpulan Kenanga (terdiri daripada Kenanga Investment Bank Berhad dan kumpulan syarikat-syarikatnya termasuk anak syarikat dan syarikat-syarikat berkaitan), kami menghargai Data Peribadi anda dan berusaha untuk memastikan bahawa Data Peribadi anda dilindungi selaras dengan undang-undang Malaysia. Keselamatan Data Peribadi anda adalah penting kepada kami dan kami akan mengekalkan langkah-langkah sesuai dari segi fizikal, teknikal dan organisasi bagi memastikan keselamatan dan kesulitan Data Peribadi anda.

Kami boleh menyimpan dan memproses Data Peribadi dalam komputer dan/atau sistem kami di mana sahaja serta dalam medium lain. Kami mungkin menyimpan Data Peribadi anda sehingga tempoh maksimum yang dibenarkan bagi tujuan perniagaan yang sah, keperluan undang-undang, peraturan dan keperluan dalaman. Kami mungkin, seiring dengan waktu, memadam rekod-rekod ini sekiranya tidak diperlukan atau dibenarkan oleh undang-undang.

Sesetengah halaman di laman web kami mengandungi pautan ke laman web pihak ketiga. Laman web ini ditadbir oleh pernyataan peribadi mereka sendiri dan kami tidak bertanggungjawab terhadap amalan peribadi mereka, operasi dan kandungan pautan tersebut. Anda dinasihatkan untuk menyemak pernyataan peribadi laman web tersebut sebelum memberikan apa-apa maklumat. Sila ambil perhatian bahawa komunikasi melalui Internet adalah tidak selamat. Kami tidak akan menerima sebarang tanggungjawab bagi akses yang tidak sah oleh pihak ketiga dan/atau kemungkinan kerosakan maklumat/data yang dihantar oleh mana-mana individu kepada kami melalui komunikasi internet atau mel elektronik.

Kumpulan Kenanga akan mengumpul, memproses dan menggunakan Data Peribadi anda mengikut Notis Perlindungan Data Peribadi ("Notis PDP") ini. Notis PDP ini menerangkan jenis-jenis Data Peribadi yang kami kumpul dan bagaimana kami mengumpulkan Data Peribadi tersebut, bagaimana Data Peribadi tersebut digunakan, pihak-pihak yang kami dedahkan Data Peribadi kepada, pilihan yang kami sediakan dan hak anda keatas Data Peribadi anda, termasuk cara untuk mengakses dan mengemaskinikan Data Peribadi anda.

Jenis data and maklumat yang kami kumpulkan

Kami mengumpul dan memproses Data Peribadi dan maklumat anda, termasuk dan tidak terhad kepada, maklumat untuk mengesahkan identiti dan latar belakang anda (termasuk imej anda), maklumat hubungan, data kewangan, maklumat kelayakan kredit, data lokasi, rakaman audio, dan maklumat lain yang anda berikan semasa memohon mana-mana produk dan/atau perkhidmatan kami ("Data Peribadi"). Kami mungkin mendapatkan Data Peribadi tersebut daripada anda sendiri atau dari pelbagai sumber, termasuk semasa anda memohon produk and perkhidmatan kami; melalui hubungan anda dengan kami; melalui peranti mudah alih anda; daripada rakaman Sistem Televisyen Litar Tertutup (CCTV) yang dipasang di premis kami; daripada sebarang analisis cara anda menggunakan dan mengurus akaun/fasiliti dengan kami; sumber-sumber yang tersedia kepada umum atau rekod-rekod pendaftaran; pihak berkuasa kerajaan, pihak pengawalseliaan dan/atau agensi penguatkuasaan undang-undang; daripada pihak ketiga atau mana-mana sumber lain yang anda telah memberikan kebenaran untuk mendedahkan Data Peribadi dan/atau di mana tiada sekatan; dan/atau daripada sebarang maklumat yang diberikan dan/atau dikumpulkan semasa anda mengunjungi laman web kami termasuk peranti mudah alih atau alamat IP komputer anda atau daripada maklumat yang dikumpul melalui 'cookies' di sesetengah laman web kami. Kami berkemungkinan menggunakan 'cookies' untuk beberapa tujuan, termasuk menyimpan pilihan anda untuk jenis maklumat atau produk tertentu, analisis lanjut untuk tujuan menyediakan produk dan perkhidmatan kepada anda, meningkatkan produk kami, dan/atau menyesuaikan perkhidmatan kami kepada anda. Anda boleh mengubah tetapan pada pelayar dan/atau peranti mudah alih anda supaya anda akan diberitahu apabila anda menerima 'cookies' atau alat penjejak yang serupa. Sila rujuk kepada dokumen pelayar anda untuk memeriksa jika alat penjejak telah diaktifkan pada komputer dan/atau peranti mudah alih anda atau untuk meminta agar tidak menerima 'cookies' atau untuk melumpuhkan 'cookies' jika anda tidak mahu maklumat anda dikumpul melalui penggunaan 'cookies'.

Penggunaan dan Pendedahan Maklumat

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

- Untuk menilai dan memproses permohonan anda untuk produk dan/atau perkhidmatan kami, termasuk untuk mengendalikan sebarang isu dan/atau pertanyaan semasa permohonan tersebut;
- Untuk mengurus dan mengekalkan akaun/fasiliti anda dengan kami;
- Untuk mengesahkan semakan kredit anda dan membantu institusi-institusi kewangan lain dalam menjalankan semakan kredit;
- Untuk menilai keperluan kewangan anda;
- Untuk pengesanan, penyiasatan, pencegahan, penuntutan jenayah atau penipuan, serta pematuhan kepada sekatan-sekatan, termasuk mengenali pelanggan anda (KYC) dan penyaringan individu yang terdedah kepada politik secara berkala (PEP);
- Untuk memenuhi keperluan proses undang-undang sivil atau jenayah, kerajaan, dan/atau badan kawal selia, serta untuk tujuan pematuhan kawal selia dan/atau seperti yang dikehendaki oleh undang-undang dan peraturan (termasuk negara-negara anggota Kesatuan Eropah);
- Untuk pengutipan hutang dan perlaksanaan obligasi anda kepada kami;
- Untuk penyelidikan pasaran dan analisis statistik serta kajian dengan tujuan menambah baik produk dan perkhidmatan kami;
- Untuk menyediakan maklumat mengenai produk dan perkhidmatan kami, serta produk dan perkhidmatan pihak ketiga yang mungkin menarik minat anda;
- Untuk membandingkan maklumat/data bagi memastikan ketepatan rekod kami dan mengesahkannya dengan pihak ketiga;
- Untuk penyelidikan, reka bentuk, dan penambahbaikan produk dan perkhidmatan kami, serta proses perniagaan dan operasi kami;
- Untuk menyokong pemantauan perniagaan, kewangan, dan risiko kami, perancangan dan pengambilan keputusan;
- Untuk mengendalikan aduan dan pertanyaan;
- Untuk tujuan audit, pematuhan dan pengurusan risiko;
- Untuk pemindahan atau penyerahan hak dan tanggungjawab kami di bawah sebarang perjanjian antara kami dengan anda;
- Untuk melaksanakan perkhidmatan berkongsi dalam Kumpulan Kenanga;
- Untuk penggantian kerjaperniagaan dan operasi 'back room' Kumpulan Kenanga;
- Untuk alasan keselamatan, khususnya berkenaan Data Peribadi yang dikumpul daripada rakaman CCTV yang dipasang di premis kami atau sistem pengawasan keselamatan lain;

- Untuk pemindahan, penyimpanan, dan pemprosesan Data Peribadi anda kepada pembekal perkhidmatan awan (cloud) sama ada di dalam Malaysia atau di luar Malaysia untuk menjalankan mana-mana Tujuan yang dinyatakan di dalam Notis PDP ini;
- Untuk pemindahan Data Peribadi anda kepada bidang kuasa luar negara bagi membolehkan sebarang transaksi rentas sempadan, untuk perlaksanaan kontrak, untuk tujuan prosiding undang-undang, atas permohonan secara bertulis daripada pihak berkuasa atau badan kerajaan atau asing, untuk melindungi kepentingan vital anda atau jika dalam kepentingan awam untuk berbuat demikian; dan/atau
- Untuk tujuan-tujuan lain yang diperlukan atau dibenarkan oleh mana-mana undang-undang, peraturan, perintah dan/atau garis panduan.

Pendedahan Data Peribadi anda mungkin melibatkan pemindahan Data Peribadi anda ke luar Malaysia, dan dengan memberikan Data Peribadi anda kepada kami, anda bersetuju dengan pemindahan sedemikian di mana ia diperlukan untuk menyediakan perkhidmatan yang anda minta, dan untuk pelaksanaan sebarang obligasi kontrak anda miliki dengan Kumpulan Kenanga, termasuk untuk tujuan penyimpanan.

Adalah berkemungkinan bahawa pada masa akan datang kami boleh bergabung dengan atau diambil alih oleh syarikat lain. Jika pengambilan alih sedemikian berlaku, anda bersetuju bahawa syarikat pengganti akan memiliki akses kepada Data Peribadi anda yang diselenggarakan oleh kami, termasuk maklumat akaun, dan syarikat pengganti tersebut akan terus terikat oleh Notis PDP ini melainkan kecuali jika dan sehingga ia dipinda.

Anda mungkin juga memberikan maklumat peribadi dan kewangan yang berkaitan dengan individu lain (termasuk tetapi tidak terhad kepada pemohon bersama, pasangan, pihak-pihak berkaitan dan/atau orang kenalan kecemasan) untuk Tujuan. Dalam kes-kes sedemikian, anda mewakili dan menjamin bahawa anda mempunyai persetujuan mereka atau sebaliknya berhak untuk memberikan maklumat mereka kepada kami bagi penggunaan, pendedahan dan/atau pemprosesan menurut Notis PDP ini. Di mana Data Peribadi anda telah diberikan kepada entiti Bursa (yang merangkumi Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, dan Bursa Malaysia Derivatives Berhad) (secara kolektif dipanggil, "Bursa") untuk mana-mana Tujuan, termasuk tujuan undang-undang dan kawal selia, anda dengan ini bersetuju untuk pemprosesan Data Peribadi anda oleh Bursa mengikut terma notis data peribadi Bursa seperti yang disediakan di www.bursamalaysia.com.

Pendedahan Data Peribadi anda

Data Peribadi anda disimpan oleh kami adalah sulit. Walaubagaimanapun, untuk menyediakan produk dan perkhidmatan yang efektif dan berterusan kepada anda, dan sebagaimana tertakluk kepada undang-undang, peraturan dan garis panduan yang berkenaan, kami mungkin perlu mendedahkan Data Peribadi anda kepada pihak-pihak berikut:

- Entiti-entiti lain dalam Kumpulan Kenanga, serta ejen-ejen, rakan kongsi dan syarikat-syarikat yang berkaitan dengan kami;
- penasihat professional, kontraktor, pembekal perkhidmatan, agensi kutipan hutang dan ejen-ejen lain yang mempunyai perjanjian kontrak untuk beberapa fungsi dan perkhidmatan kami;
- agensi rujukan kredit, agensi penarafan, penanggung insurans atau broker insurans;
- penyedia perkhidmatan kewangan berkenaan dengan produk dan perkhidmatan yang dilanggan oleh anda;
- mana-mana penggabung atau penerima hak atau penerima pindahan (termasuk bakal penggabung/penerima hak/penerima pindahan) terhadap hak-hak dan/atau kewajipan kami di bawah mana-mana transaksi di antara anda dan kami;
- mana-mana penjamin atau pemberi sekuriti/jaminan untuk produk dan/atau perkhidmatan yang disediakan oleh kami kepada anda;
- mana-mana pihak berkuasa atau pengawal selia, termasuk pengawal selia dari negara asing untuk melaksanakan fungsi-fungsi mereka, atau mana-mana pihak di mana pendedahan diperlukan oleh undang-undang atau kerajaan, kuasi-kerajaan, pentadbiran, mahkamah atau tribunal;
- rakan strategik/niaga dengan mana kami mempunyai hubungan untuk produk dan perkhidmatan tertentu;
- mana-mana individu yang berkaitan dengan penguatkuasaan atau pemeliharan mana-mana hak kami di bawah perjanjian anda dengan kami; dan/atau
- mana-mana pihak yang diberi kuasa oleh anda dan/atau diberi kebenaran oleh anda.

Komunikasi Pemasaran

Kami juga boleh menggunakan Data Peribadi anda untuk memasarkan produk dan perkhidmatan Kumpulan Kenanga serta melaksanakan pemasaran dan periklanan yang disasarkan, mengemas kini perkhidmatan, tawaran promosi, dan untuk tujuan penjualan silang dalam Kumpulan Kenanga. Oleh itu, anda mungkin menerima komunikasi pemasaran dari kami atau Kumpulan Kenanga bagi tujuan pemasaran langsung dan aktiviti pemasaran penjualan silang. Bagi tujuan pemasaran langsung, Data Peribadi anda mungkin akan didedahkan kepada pihak ketiga, termasuk peniaga-peniaga dan rakan kongsi perniagaan strategik Kumpulan Kenanga. Anda boleh memberitahu kami pada bila-bila masa sekiranya anda enggan menerima komunikasi pemasaran daripada kami dan/atau anggota Kumpulan Kenanga dengan menulis kepada Pegawai Data yang ditetapkan, dengan memberikan nama penuh anda, nombor Kad Pengenalan/Passport (jika berkenaan), maklumat akaun anda, dan maklumat mengenai produk atau perkhidmatan yang anda mungkin anda miliki dengan kami.

Kami mungkin, dari semasa ke semasa, mempunyai maklumat berkenaan promosi, produk dan servis yang ditawarkan oleh pihak ketiga. Melainkan anda telah memilih untuk menerima bahan pemasaran berkenaan promosi, produk dan/atau perkhidmatan yang ditawarkan oleh pihak ketiga dengan menulis kepada kami, anda tidak akan menerima sebarang komunikasi pemasaran berkaitan dengan bahan pemasaran tersebut. Dengan persetujuan anda untuk menerima bahan pemasaran tersebut, anda telah memberikan kebenaran anda kepada kami untuk mendedahkan Data Peribadi anda kepada pihak ketiga bagi tujuan pemasaran seperti yang dinyatakan dalam Notis PDP ini.

Mengakses/Membetul/Mengemaskini Maklumat

Anda berhak untuk menyemak semula rekod Data Peribadi yang telah dikumpulkan oleh kami dan meminta pembetulan Data Peribadi tersebut. Jika terdapat perubahan kepada Data Peribadi anda atau jika anda percaya bahawa Data Peribadi anda adalah tidak tepat, tidak lengkap, mengelirukan atau bukan yang terkini, sila tulis kepada Pegawai Data kami dengan menyatakan butiran permintaan anda serta nama dan nombor Kad Pengenalan/Passport anda, atau anda boleh membuat permohonon kepada kami melalui Borang Permohonan Akses/Kemas Kini/Pembetulan Data ('Data Access/Update/Correction Request Form'). Caj akan mungkin dikenakan untuk perkhidmatan ini. Kami akan membetulkan atau mengemas kini maklumat/data tersebut secepat mungkin. Pegawai Data mungkin meminta maklumat atau dokumen daripada anda untuk pengesahan keaslian individu yang membuat permohonan dan sebarang maklumat berkenaan dengan pembetulan/pengemaskinian yang diminta.

Penghapusan dan Sekatan terhadap pemprosesan

Kami membenarkan anda untuk mengeluarkan diri anda dan sebarang maklumat mengenai anda (kecuali maklumat yang perlu dikekalkan oleh kami bagi mematuhi keperluan undang-undang dan peraturan, tujuan penyimpanan, atau jika ada alasan yang sah di bawah undang-undang untuk berbuat demikian, seperti tuntutan undang-undang, dll.) daripada pangkalan data kami atau meminta kami untuk menghentikan pemprosesan seluruh atau sebahagian Data Peribadi anda dengan mengemukakan notis bertulis yang dialamatkan kepada Pegawai Data kami. Kami akan memerlukan masa yang munasabah untuk memproses notis tersebut. Sila ambil perhatian bahawa selepas menghapuskan Data Peribadi anda, kami berkemungkinan tidak dapat menyediakan tahap perkhidmatan yang sama kepada anda kerana kami tidak akan mengetahui pilihan anda.

Kami berhak untuk mengambil tindakan yang diperlukan sekiranya kami berpandangan penghapusan atau penghentian sedemikian, tidak membenarkan kami untuk menyediakan produk dan perkhidmatan kami atau memenuhi tanggungjawab kami dengan cara yang memuaskan. Ini termasuk hak kami untuk menolak untuk menyediakan atau menghentikan penyediaan kemudahan, produk atau perkhidmatan kami kepada anda.

Di mana anda telah meminta kami untuk menghapuskan Data Peribadi anda yang kami telah nyatakan kepada umum dan terdapat alasan yang sah untuk penghapusan, kami akan menggunakan langkah-langkah yang munasabah dan kos efektif untuk memberitahu pihak lain yang memaparkan Data Peribadi anda atau memberikan pautan terhadap Data Peribadi anda untuk menghapuskan Data Peribadi anda juga.

Mudah Alih

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

Sekiranya anda ingin kami memindahkan Data Peribadi anda kepada pihak yang lain, kami hanya boleh berbuat demikian di mana penghantaran tersebut boleh dilaksanakan secara teknikal. Kami tidak bertanggungjawab terhadap keselamatan Data Peribadi atau pemprosesannya selepas diterima oleh pihak ketiga. Kami juga mungkin tidak akan memberikan anda beberapa Data Peribadi sekiranya penyediaan tersebut melibatkan hak orang lain (contohnya, jika penyediaan Data Peribadi anda yang kami miliki akan mendedahkan maklumat tentang pihak lain).

Pemprofilan

Kami memproses beberapa Data Peribadi anda secara automatik dengan tujuan menilai beberapa aspek peribadi (‘profiling’). Sebagai contoh, kami menggunakan ‘profiling’ disebabkan oleh beberapa keperluan undang-undang dan kawal selia, untuk melawan pengubahan wang haram, pembiayaan keganasan, penipuan, penilaian risiko dan kesalahan yang membawa ancaman kepada harta benda.

Pertanyaan dan Aduan

Anda berhak untuk memberi bantahan pada bila-bila masa terhadap pemprosesan Data Peribadi anda untuk tujuan pemasaran langsung, dan terhadap pemprofilan berkaitan pemasaran langsung dan setakat yang dibenarkan di bawah Peraturan Perlindungan Data Umum EU (‘EU General Data Protection Regulations (GDPR)’), dan pemprosesan Data Peribadi anda untuk Tujuan. Sebarang pertanyaan, permintaan, kebimbangan, aduan atau perlaksanaan hak anda berkenaan dengan penggunaan Data Peribadi anda boleh diajukan kepada Pegawai Data yang berkenaan seperti yang dinyatakan di bawah:

Pegawai Data
Kenanga Investment Bank Berhad,
Aras 17, Kenanga Tower,
237, Jalan Tun Razak,
50400 Kuala Lumpur.
Tel: 03-2172 2888
Email: complaints@kenanga.com.my

Untuk permohonan, penggunaan, atau meneruskan penggunaan perkhidmatan kami, termasuk sebarang hubungan kontrak lain yang anda mempunyai dengan kami, anda dianggap telah menerima dan bersetuju dengan terma Notis PDP ini. Jika anda tidak bersetuju kepada terma di sini, sila hubungi kami melalui maklumat perhubungan yang telah dinyatakan di atas.

E-Perkhidmatan

Dengan ini, anda bersetuju untuk penghantaran Data Peribadi anda secara elektronik melalui E-Perkhidmatan kami. Persetujuan ini akan berkuat kuasa sepanjang tempoh anda mengakses atau menggunakan E-Perkhidmatan.

Perubahan Notis PDP Kami

Sila ambil perhatian bahawa kami mungkin mengemaskinikan Notis PDP ini dari semasa ke semasa melalui pengeposan di laman web kami. Anda dinasihatkan untuk melawat laman web kami kami secara berkala untuk semakan sebarang pindaan Notis PDP yang telah dikemaskini atau/dan versi terbaharu. Penggunaan berterusan perkhidmatan kami atau hubungan berterusan dengan kami akan dianggap sebagai penerimaan terhadap sebarang kemas kini, semakan, atau pindaan yang dilakukan kepada Notis PDP kami.

Notis PDP ini terakhir dikemaskini pada Ogos 2022.

Penggunaan Bahasa

Notis ini telah diterbitkan dwi bahasa, iaitu Bahasa Inggeris dan Bahasa Malaysia. Sekiranya terdapat sebarang percanggahan di antara kedua-dua versi ini, versi Bahasa Inggeris akan digunapakai.

Kebenaran dan Pengakuan

Dengan memberikan Data Peribadi anda kepada kami, anda dengan ini memberikan kebenaran untuk menggunakan, memproses dan/atau mendedahkan Data Peribadi anda berdasarkan Notis PDP ini.

Jika anda adalah sebuah syarikat (bukan individu)

Sekiranya anda telah memberi/mendedahkan Data Peribadi individu pihak ketiga termasuk tetapi tidak terhad kepada pengarah-pengarah, pemegang-pemegang saham individu, pekerja-pekerja, penandatangan yang diberi kuasa, ejen-ejen, wakil atau mana-mana pihak lain yang

berkaitan, anda dengan ini mewakili dan memberi jaminan kepada kami bahawa anda telah mendapatkan persetujuan dari pihak ketiga tersebut dan anda berhak untuk memberikan Data Peribadi pihak ketiga tersebut kepada kami bagi tujuan pengunaan kami, pemprosesan, dan/atau pendedahan berdasarkan Notis PDP ini.