



**General Terms and Conditions and Risk Disclosure Statement
– Conventional Broking**

CGS-CIMB's General Terms and Conditions and Risk Disclosure Statement

THIS DOCUMENT states the terms and conditions which govern the relationship between CGS-CIMB Securities Sdn Bhd ("**CGS-CIMB**") and the applicant for the Account (as hereafter defined) (the "**Client**").

Part A : Definitions

1. Definitions

1.1 Unless the context otherwise requires, the following words or expressions in these terms and conditions shall have the following meanings:

"**Account**" means any account which the Client may have with CGS-CIMB or any of its Affiliates (including any sub-account), as may be necessary and expedient for the performance of any Transactional Services, and includes but is not limited to the Multi-Currency Trust Account;

"**Accrued Rights**" has the meaning ascribed to it in Clause 30.1;

"**Affiliates**" means (i) a related corporation (as defined in the Companies Act 2016) of CGS-CIMB (ii) CGS-CIMB Securities International Pte. Ltd. and its related corporations (as defined in the Companies Act 2016), (iii) a member of the CGI Group, and/or (iv) a member of the CIMB Group;

"**Authorised Person**" means a person authorised in writing by the Client to provide instructions to CGS-CIMB on behalf of the Client in relation to Transactions, which instructions are binding on the Client;

"**Base Currency**" means Ringgit Malaysia;

"**BNM**" means Bank Negara Malaysia, the Central Bank of Malaysia;

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

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

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

"**Cash Collateral**" means Collateral in the form of cash deposits, which are deposited with CGS-CIMB as Collateral and are not held on trust by CGS-CIMB for the Client;

"**CDS Account**" means a central depository system securities account established by Bursa Depository for a depositor pursuant to the Securities Industry (Central Depositories) Act 1991 and in accordance with the Rules of the Bursa Depository;

"**CGI Group**" means China Galaxy International Financial Holdings Limited and its related corporations (as defined in the Companies Act 2016);

"**CIMB Group**" means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act, 2016);

"**Client's Monies**" shall have the meaning ascribed to it in Clause 4.2;

"**CMSA**" means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and re-enactments thereof in force as may be made at any time and from time to time;

"**Collateral**" means the cash, monies (whether in Malaysian Ringgit or any other currency, including monies deposited by way of fixed deposit), and/or other property of the Client deposited with or held by CGS-CIMB or its Affiliates or otherwise in the custody or control of CGS-CIMB or its Affiliates from time to time, including (a) Securities listed on a securities exchange; and (b) such other Securities or instruments or assets, in whatever form, as CGS-CIMB may from time to time prescribe, together with all attendant rights and interests under any contract (where applicable) for the sale, purchase, custody or management of such assets and to the income, dividends, interests thereon, whether now or hereafter held by CGS-CIMB or in transit to CGS-CIMB or to CGS-CIMB's nominee;

"**Conflict of Interest**" includes, without limitation, the following situations: (a) CGS-CIMB or its Affiliates undertaking Proprietary Activities resulting in CGS-CIMB or its Affiliates taking positions identical, similar or related to that transacted by CGS-CIMB or its Affiliates with or for the Client; (b) CGS-CIMB or its Affiliates, as principals, being a party to transactions with the Client; (c) CGS-CIMB or its Affiliates undertaking Proprietary Activities, including without limitation hedging transactions, which are related to transactions undertaken by CGS-CIMB or its Affiliates with or for the Client that may adversely affect the market price, rate, index, value or other market factors in relation to the transactions entered into by CGS-CIMB or its Affiliates with or for the Client; or (d) CGS-CIMB or its Affiliates having commercial relationships with and access to information from the issuers of the Securities, or provider of Investment Products and/or Services transacted by the Client with or through CGS-CIMB or its Affiliates;

"**Dealer's Representative**" means a holder of a capital markets services representative's licence who is authorized to carry on regulated activities pursuant to Section 76(6)(c)(ii) of the Capital Markets and Services Act 2007;

"**Designated Bank Account**" means the bank account maintained by Client with the Licensed Financial Institution and designated by the Client to CGS-CIMB as the bank account by which the payment of sales proceeds and any other sums payable to Client via Electronic Payment will be effected;

"**Electronic Communication**" means any electronic or interactive product or service offered by CGS-CIMB, which allows the Client to communicate with CGS-CIMB or its Affiliates or with any third party service provider. Such electronic services include but are not limited to services which allow electronic data communications to be transmitted between parties through the use of personal, home or business computers and the like, connected by a modem, router or other device to the Internet or a telecommunications network;

"**Electronic Payment**" means a payment by or to the Client in respect of a Transaction or other sum due and owing by or to the Client effected through telegraphic transfer, direct debit or any other electronic means offered by a Licensed Financial Institution;

"**Electronic Payment for Shares Service**" means the service involving the trading of securities by which payments are facilitated via Electronic Payments;

"**Eligible Collateral**" means, unless otherwise specified by CGS-CIMB and subject to the Malaysian Rules, Cash Collateral and such marketable Securities as (a) are treated as marginable Securities under the Malaysian Rules, and (b) are otherwise acceptable to CGS-CIMB;

"**Eligible Collateral Value**" has the meaning ascribed to it in Clause 35.2;

"**Event of Default**" means (a) where the Client is an individual, the death or bankruptcy of the Client or the Client petitioning for a voluntary arrangement under the Insolvency Act 1967 (or any revision or supplement thereto) or the Client becoming of unsound mind; or (b) where the Client is a corporation, the Client convening a meeting of its creditors or the making of a proposal for a voluntary arrangement or the making of a proposal for any other composition, scheme of arrangement with (or assignments for the benefit of) its creditors or the Client being unable to pay its debts within the meaning of the Companies Act 2016 or the appointment of a trustee,

receiver, judicial manager or similar officer in respect of all or any part of the business or assets of the Client or the presentation of a petition or the convening of a meeting for the purposes of considering a resolution or other steps being taken for the winding-up of the Client or for the making of an administration order, or a material adverse change in the Client's financial position which in CGS-CIMB's opinion, may affect the Client's ability to perform its obligations under these terms and conditions or any Transaction; or (c) any representations or warranties made by the Client being or becoming incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated; or (d) the Client admitting to CGS-CIMB its inability to, or its intention not to, perform any of its obligations hereunder and/or in respect of any loan, debenture, mortgage or agreement; or (e) any of the assets of the Client being transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any legislation regulating securities or seized, nationalized, expropriated or compulsorily acquired by any government or agency; or (f) the Client failing to perform any other of its obligations hereunder and (if capable of remedy) such failure is not remedied within such time period as may be specified by CGS-CIMB at its absolute and unfettered discretion whether in writing or otherwise, or (g) the Client is being reported as delinquent by a member company of Bursa Securities;

"Exchange" means, in the case of Malaysian Securities, any securities exchange owned, operated and/or maintained by Bursa Securities, and in the case of Foreign Securities, the relevant securities exchange on which the relevant Transactions are effected;

"Financing Indebtedness" means all sums owing by the Client to CGS-CIMB under or in connection with a Margin Financing Facility, including but not limited to principal, interest, commission, costs and expenses;

"Foreign Agents" has the meaning ascribed to it in Clause 38.1(a);

"Foreign Rules" means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign stock exchange or clearing organisation or any governmental or regulatory authorities of any foreign jurisdiction, whether having the force of law or not, and all applicable laws in such foreign jurisdiction by which CGS-CIMB and/or the Client may be bound or which apply to any of the Transactions or Transactional Services;

"Foreign Securities" means Securities that are listed on a securities exchange outside of Malaysia and are not traded on Bursa Securities;

"Foreign Transactions" has the meaning ascribed to it in Clause 38.1;

"General Information" has the meaning ascribed to it in Clause 13.2;

"Investment Products and/or Services" means any capital market products, any other products as may be prescribed by the Securities Commission, Bursa Securities and/or other governmental or regulatory authorities from time to time, and any other products and services which CGS-CIMB may provide to the Client from time to time;

"Licensed Financial Institution" means a financial institution licensed by Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013 or any successor legislation;

"Malaysian Rules" means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the Securities Commission, Bursa Securities, Bursa Clearing, Bursa Depository, Bank Negara Malaysia and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Malaysia including but not limited to the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories) Act 1991, the Rules of the Bursa Depository, and all rules, regulations, notices promulgated under thereunder. References to any rules, practices, notices, directives and regulations and/or applicable law shall be deemed to include references to such rules, practices, notices, directives and regulations or applicable law as re-enacted, amended or extended and any subordinate legislation (as the case may be) enacted from time to time under it;

"Margin" means the loan-to-collateral margin that CGS-CIMB may require in connection with any Margin Financing Facility (stated as a percentage of the Financing Indebtedness owing under such Margin Financing Facility) or that which the Malaysia Rules may otherwise require from time to time;

"Margin Account" means any margin account of the Client maintained with CGS-CIMB in respect of the Margin Financing Facility;

"Margin Call" means: (a) a demand by CGS-CIMB to provide such further Eligible Collateral as is required under Clause 35.8, or (b) a demand by CGS-CIMB for the Client to make payment towards the reduction of the Financing Indebtedness secured by the Eligible Collateral under Clause 35.8;

"Margin Call Value" means the Margin or any other percentage that CGS-CIMB may require in connection with any Margin Financing Facility or that which the Malaysia Rules may require from time to time;

"Margin Financing Facility" means, a margin financing facility granted by CGS-CIMB to the Client for the purposes of extending credit to the Client to undertake Transactions in Securities;

"Market Day" means, depending on the context, a day on which CGS-CIMB is open for business, or a day on which the relevant Exchange on which a relevant Transaction is carried out is open for trading;

"Multi-Currency Trust Account" means the Trust Account maintained by CGS-CIMB in accordance with Part H of these terms and conditions;

"Online Services" means the Internet-based electronic facility or facilities that CGS-CIMB makes available to the Client from time to time enabling the Client to effect Transactions and/or obtain market information and data, news, quotations, research information and analyses, alerts, and other information or publications, whether in respect of Transactions or otherwise;

"Proprietary Activities" means dealings in Securities undertaken by CGS-CIMB for its own benefit;

"Rules of the Bursa Depository" means any rules, regulations, guidelines or policies issued by the Malaysian central depository from time to time and includes without limitation the rules of the Bursa Depository and all procedure manuals (as defined in the Rules of the Bursa Depository) for the time being of Bursa Depository;

"Sales Proceeds" means proceeds arising from any Transaction;

"Secured Indebtedness" means all sums that may from time to time become due to CGS-CIMB or any other party appointed by CGS-CIMB, including all fees, commissions, brokerage charges, principal, interest, costs (including legal costs on a solicitor and client basis), expenses and other amounts owing to CGS-CIMB, arising under or in respect of (i) any of the Transactional Services or the Transactions, or (ii) the performance or non-performance of any of the Client's obligations to CGS-CIMB, whether under these terms and conditions or otherwise;

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

"Securities Account" means an account established by a depositor with Bursa Depository, or any centralised depository or clearing agency, as may be necessary for the recording of the deposit of Securities and for dealing in Securities by the depositor;

"Security Information" has the meaning ascribed to it in Clause 47.1;

"These terms and conditions" means these terms and conditions as supplemented, modified or amended from time to time;

"Traded Currency" has the meaning ascribed to it in Clause 17.2;

"Trading Account" means an Account of the Client designated as such by CGS-CIMB, through which Transactions are effected;

"Transactional Services" means any services provided to the Client by CGS-CIMB under these terms and conditions or such other terms and conditions as CGS-CIMB may from time to time prescribe;

"Transactions" means transactions relating to Securities undertaken by or on behalf of the Client;

"Trust Account" means the trust account maintained by CGS-CIMB in accordance with the CMSA and includes the Multi-Currency Trust Account; and

"Website" means the website owned, operated, maintained and/or designated by CGS-CIMB and accessible at the Internet uniform resource locator (URL) designated by CGS-CIMB from time to time, that enables the Client to gain access to the Online Services.

- 1.2 Words importing only the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine and neuter genders and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in these terms and conditions are inserted for ease of reference and do not affect their interpretation. References to any statute, legislation, law, rules, regulations, guidelines, practices, notices or directives include any modification, re-enactment or amendments, practice notes and new guidelines issued pursuant thereto and any subordinate legislation (as the case may be) enacted from time to time under it or them.

Part B : Terms Applicable Generally

2. Opening of Account

- 2.1 The Client acknowledges that he has requested and granted authority to CGS-CIMB to open the Account in the Client's name (including, where applicable, such Securities Accounts with Bursa Depository or other centralised depository or clearing agency as may be necessary or desirable for the provision of the Transactional Services).
- 2.2 The Client agrees that he will at all times comply with and observe all applicable Malaysian Rules and Foreign Rules.
- 2.3 All transactions by CGS-CIMB on the Client's behalf will be subject to all applicable Malaysian Rules and Foreign Rules.
- 2.4 The Client may be required to place a deposit with CGS-CIMB before the Client may begin utilising the Account. CGS-CIMB may at its discretion use such deposit to set-off any sums owed to it by the Client and shall return the balance of such deposit, if any, free of interest upon the termination of the Account.

3. Records of Instructions / Confirmation

- 3.1 The Client agrees that all orders made through the telephone or any Online Services or Electronic Communication will be deemed to have been confirmed and will be binding on the Client without any requirement for further scrutiny by CGS-CIMB. In this regard, CGS-CIMB may operate the Client's Account and execute trades upon receipt of either the Client's oral or written instructions believed by CGS-CIMB to be authentic or genuine and to have been given by the Client or an Authorised Person. CGS-CIMB is entitled (but not obliged) to require further evidence to confirm or verify the authenticity of any instructions given or purported to be given by or on behalf of the Client.
- 3.2 Where any dispute arises between the Client and CGS-CIMB in connection with or relating to any instruction or communication, whether electronic or otherwise, given or purportedly given by the Client or any Authorised Person in relation to any Transactional Services, CGS-CIMB's record of such instructions or communications will be accepted by the Client as final and conclusive evidence of such instructions or communications from the Client.
- 3.3 The Client agrees to do such acts and deeds and to execute such documents as are necessary or are in the opinion of CGS-CIMB desirable to ratify or confirm anything done by CGS-CIMB in the proper exercise of any right or power conferred by these terms and conditions or any other agreement entered into pursuant to these terms and conditions or relating to the Account.

4. Interest

- 4.1 Except as otherwise provided in these terms and conditions, the Client agrees to pay interest on all sums due to CGS-CIMB at a rate as may be prescribed by CGS-CIMB from time to time depending on the currency involved, for all outstanding sums due from the due date to the date of full payment.
- 4.2 The Client acknowledges and agrees that CGS-CIMB may retain, for the benefit of CGS-CIMB and without any obligation to account to the Client, any interest CGS-CIMB receives from the Client's monies deposited in the Trust Account (the "Client's Monies"). The Client further consents to CGS-CIMB withdrawing the Client's Monies and any interest received on the Client's Monies from the Trust Account. CGS-CIMB may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by CGS-CIMB in maintaining the Trust Account, pay any interest received on the Client's Monies to the Client. The Client agrees and acknowledges that any interest paid by CGS-CIMB to the Client may be less than that received by CGS-CIMB.
- 4.3 Subject to all applicable laws, the Client agrees that CGS-CIMB will be entitled to retain all of the interest earned from the maintenance of any monies standing to the credit of the Account and the Client agrees that CGS-CIMB will be entitled to retain all of the returns from investments of monies received on the Account.

5. Collateral, Set-Off and Lien

- 5.1 The Client agrees that the assets forming the Collateral will serve as collateral for the Secured Indebtedness to CGS-CIMB, and the Client charges all the Collateral to CGS-CIMB by way of equitable charge. The Client shall when requested by CGS-CIMB, immediately execute such security deeds or other documents and create such other security in respect of the Collateral or any of it as CGS-CIMB may require from time to time.
- 5.2 Notwithstanding any other security which CGS-CIMB may have over the Collateral, CGS-CIMB shall at all times have a general and continuing lien over all or any of the Collateral to secure the payment of all Secured Indebtedness. CGS-CIMB is entitled to combine and consolidate all the Client's Accounts which the Client may have with CGS-CIMB or any of its Affiliates, and/or to set-off any amount standing to the credit of any of the Client's Accounts which the Client may have with CGS-CIMB or any of its Affiliates against the Secured Indebtedness.
- 5.3 If an Event of Default occurs or is threatened, the Client authorises CGS-CIMB, without prior notice to the Client, to realise and liquidate at any time any of the Collateral, to the extent permitted by applicable law. The Client acknowledges and agrees that the Collateral (and/or the proceeds of sale) may be immediately set-off in or towards satisfaction of the Secured Indebtedness (whether in whole or in part) if an Event of Default occurs or is threatened.
- 5.4 In so far as any Secured Indebtedness are contingent or future liabilities, CGS-CIMB's liability to the Client in respect of any amounts standing to the credit of any of the Client's Accounts and all other payments due to the Client, shall to the extent necessary to cover such Secured Indebtedness, be suspended, until the happening of the contingent or future event and such amounts are, in the absolute discretion of CGS-CIMB, applied in satisfaction of the Secured Indebtedness.

5.5 The security created over the Collateral by this Clause 5 shall be a continuing security for the discharge of the Secured Indebtedness and shall not prejudice any other security rights which CGS-CIMB may have in respect of the Collateral.

6. Continuing Security

6.1 The security created by the Client under Clause 5 shall be a continuing security for the Secured Indebtedness, such that:

- (a) such security shall to the extent permitted by law take priority over all other interests in the Collateral;
- (b) CGS-CIMB may at any time after an Event of Default immediately upon giving notice to the Client, retain, deal with, sell or otherwise dispose of all or any of the Collateral charged in accordance with Clause 5 and apply the net proceeds of such sale or disposal in or towards the discharge of the Secured Indebtedness at such times and in such manner and generally on such terms as CGS-CIMB may in its absolute discretion think fit; and
- (c) by these terms and conditions, the Client authorises CGS-CIMB to execute all documents and do all acts and things necessary or appropriate to sell or dispose of any of the Collateral or any interest therein.

6.2 The security created under Clause 5 shall become immediately enforceable and the power of sale and other powers conferred by applicable law (as varied and extended by this Clause 6) and all the other powers conferred on CGS-CIMB by this Clause 6 shall be immediately exercisable at any time after an Event of Default.

7. Exclusions

Except as expressly provided in these terms and conditions, CGS-CIMB does not make any representations and warranties.

8. Limitation of Liability

8.1 Except as otherwise provided in these terms and conditions and to the fullest extent permitted by the law, the provisions in this Clause 8 set out CGS-CIMB's entire liability (including any liability for the acts and omissions of its Affiliates, and the respective officers, employees and agents of CGS-CIMB and its Affiliates) to the Client, including matters in respect of:

- (a) any breach of its obligations in relation to or in connection with or arising under these terms and conditions including without limitation any loss or damage resulting from or due to (i) any errors or defaults of any kind in accepting or acting on or executing any instructions given by the Client or an Authorised Person or in relation to or in connection with any matter relating to Transactions or the provision of the Transactional Services or the custody of the Securities or any transaction made or purported to be made or the payment and crediting of funds or monies; (ii) any act, failure or omission or delay on the part of CGS-CIMB, its Affiliate, nominee, agent, sub-agent, officer, employee or other authorised person in the provision of any of the Transactional Services; and
- (b) any representation, statement or tortious act or omission (except fraud and fraudulent misrepresentation) including negligence arising under or in connection with these terms and conditions or any Transaction or the provision of any Transactional Services.

8.2 CGS-CIMB's maximum liability (including, without limitation, tortious liability (if any)) for damages, losses, costs and expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of CGS-CIMB's obligations under these terms and conditions) suffered or incurred by the Client, including but not limited to those arising under or in connection with the matters set out in Clauses 8.1(a) and 8.1(b) shall be limited to the amount of RM5,000.

8.3 The Client acknowledges and agrees that CGS-CIMB shall not be liable for any (i) direct loss (but only to the extent CGS-CIMB is permitted to exclude such liability by law), (ii) indirect, incidental, punitive, special or consequential loss (including but not limited to loss of investment opportunity or any failure to make a profit), (iii) damages, (iv) costs or (v) charges suffered by the Client or any other party (no matter how caused) arising in connection with:

- (a) any action taken by CGS-CIMB or CGS-CIMB's agents or any of their respective affiliates to comply with all applicable Malaysian Rules and Foreign Rules, including, without limitation, any liquidation, in whole or in part, of any of the Client's positions or any action taken at the request or directive of a relevant stock exchange, clearing organization or regulator;
- (b) any oral or written instructions believed by CGS-CIMB to be authentic or genuine and to have been given by the Client or an Authorised Person (even if such instructions are subsequently shown not to be authentic or genuine);
- (c) any action brought by a third party (even if the relevant losses, damages, costs or expenses are reasonably foreseeable or CGS-CIMB had been advised of the possibility of the Client incurring the same);
- (d) any exercise of CGS-CIMB's rights to vary any trading limit applicable to the Account, or to suspend or close the Account, under Clause 24.2;
- (e) any exercise or non-exercise of CGS-CIMB's right to force sell the Client's Securities under Clause 25.1;
- (f) any acts or omissions of any Dealer's Representative, or of any custodians referred to in Clause 27.1;
- (g) the sale of any MOD Securities by CGS-CIMB pursuant to Clause 33.1(d);
- (h) any use of or reliance on the Online Services, the Website and/or any electronic instruction;
- (i) any failure by the Licensed Financial Institution to credit payment of any Sales Proceeds into the Client's Designated Bank Account;
- (j) any malfunction or partial or total failure of any machine, data processing system, electronic transmission or communications system; or
- (k) termination of the Account or any Transactional Services by CGS-CIMB.

8.4 The Client is aware that circumstances could arise in which the Client's remedies set forth in these terms and conditions may be or appear insufficient to the Client. The Client agrees that the limitations on liability specified in this Clause 8 shall survive and apply even under such circumstances. In the light of the overall agreement reached hereunder, the Client has agreed that the remedies and limitations on liabilities set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration including the fees, commission, brokerage charges and other charges payable in accordance with these terms and conditions and the availability and costs of insurance with respect to the said risks.

9. Client's Successor

9.1 If the Client is an individual, the Client's executor(s) or administrator(s) shall be the only persons recognised by CGS-CIMB as being the Client's successor(s) in the event of the Client's death or incapacity. Upon the Client's death, CGS-CIMB is entitled to retain any Securities or any sums standing in credit in the Account(s) until such time that the Client's successor(s) produces to CGS-CIMB evidence, to the satisfaction of CGS-CIMB, that the Malaysian courts have authorised the Client's successor(s) to deal with the Client's affairs and property.

10. Terms to Govern Once Any Facility is Used

10.1 Regardless of whether the Client has executed the required documentation, the Client will be deemed to have agreed to these terms and conditions if the Client commences to trade through CGS-CIMB or to use any of the Transactional Services. For the avoidance of doubt, all transactions executed on the instructions of the Client or any Authorised Person, will be governed by these terms and conditions.

11. Proprietary Trading

11.1 CGS-CIMB or its Affiliates may from time to time deal in Securities with or for the Client in circumstances where CGS-CIMB or its Affiliates has a direct or indirect interest or a relationship of any description with a third party that may involve or result in a Conflict of Interest with the Client.

11.2 Neither CGS-CIMB nor its Affiliates shall be liable to account to the Client for any profit, commission or other benefits made or received by it or for any loss, damage or expenses incurred by the Client in relation to such circumstances.

11.3 Where CGS-CIMB acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), CGS-CIMB will inform the Client that it acts as principal in the Transaction before the Transaction is effected.

11.4 Except as expressly stated in this Clause 11, neither CGS-CIMB nor its Affiliates is obliged to disclose any information connected with or relating to a Conflict of Interest situation to the Client at any time.

12. Acknowledgement of Risks

12.1 The Client acknowledges that trading in Securities, and any other Investment Products and/or Services, is subject to investment and market risks, including the possible loss of the entire principal amount invested. The Client acknowledges and agrees that he understands and is fully aware of the risks involved in trading in Securities and other Investment Products and/or Services, and will not hold CGS-CIMB liable for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity, or failure to make a profit, suffered or incurred by the Client as a result of or in connection with such Transactions or investments.

12.2 In addition to Clause 12.1 above, and as set out in the risk disclosure statement to be signed by the Client before the provision of any Investment Products and/or Services by CGS-CIMB, the Client acknowledges that he understands the nature of the Investment Products and/or Services and the extent of his exposure to risk and has considered the appropriateness and suitability of trading and investing in light of his experience, objectives, and financial and other relevant circumstances.

13. Disclaimers relating to Information and Advice

13.1 Without prejudice to any other provision of these terms and conditions, the recommendation or advice the Client may receive from any of CGS-CIMB's duly authorised employees, representatives or officers may be general or specific and the Client understands and notes the different implications of each type of advice received.

13.2 In relation to any information relating to the Securities or any other Investment Products and/or Services provided by CGS-CIMB to the Client that is general and non-specific in nature (the "General Information"), the Client acknowledges and agrees that:

- (a) the General Information is meant for the Client's general knowledge only;
- (b) in providing the General Information, CGS-CIMB:
 - (1) has not taken into account the Client's investment objectives, financial situation and particular needs;
 - (2) does not make any recommendations to the Client in respect of any Securities and any other Investment Products and/or Services;
- (c) it is the Client's responsibility to seek independent financial, legal or other professional advice with respect to any dealing in any Securities or any other Investment Products and/or Services;
- (d) any dealings in Securities or other Investment Products and/or Services are solely and exclusively based on the Client's own judgement and after the Client's own independent evaluation into the merits and risks in relation to such dealings or investments;
- (e) the General Information although based upon information obtained from sources believed by CGS-CIMB to be reliable, are opinions only, and may be inaccurate, incomplete and unverified; and
- (f) CGS-CIMB makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of, or the Client's reliance upon, the General Information. In the circumstances, the Client acknowledges and agrees that CGS-CIMB is not responsible for and liable to the Client for any loss that he may suffer by reason of or arising out of or in connection with the provision of the General Information by CGS-CIMB to him.

13.3 The Client understands and acknowledges that any trading recommendations and market or other information communicated by CGS-CIMB to the Client are incidental to the provision of services by CGS-CIMB to the Client under these terms and conditions, and do not constitute an invitation or offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchange. Such recommendations and information although based upon information obtained from sources believed by CGS-CIMB to be reliable, may be incomplete, may not have been verified and may be changed without notice to the Client. No representation, warranty or guarantee is made by CGS-CIMB as to the accuracy or completeness of any market or other information or trading recommendations furnished to the Client or as to the tax consequences of the Client's transactions.

14. Fees and Charges

14.1 CGS-CIMB may in its absolute discretion charge a service fee for the maintenance of an Account and debit the same to such Account. CGS-CIMB may at any time set-off any monies and/or Securities in the Account against such service fee in accordance with these terms and conditions. In the event that there are no monies or Securities in such Account, CGS-CIMB may, notwithstanding anything in Clause 62, terminate such Account without giving notice to the Client.

14.2 The Client agrees to pay CGS-CIMB, in respect of the provision of the Transactional Services, such fees, commissions, brokerage charges and other charges at such rates as may be determined by CGS-CIMB from time to time, as well as all expenses incurred by CGS-CIMB or its agents with respect to the Transactional Services.

14.3 CGS-CIMB shall be entitled to convert any sum received by it (whether for credit into the Account or in payment of any sum due to CGS-CIMB) to the currency of the Account or (as the case may be) the currency in which payment is to be made, at a rate of exchange determined by CGS-CIMB. CGS-CIMB shall also be entitled to convert any amounts in the Account or otherwise standing to the Client's credit to any other currency for the purpose of carrying out his instructions or exercising CGS-CIMB's rights under these terms and conditions. The Client agrees that any exchange rate losses and costs of conversion shall be fully borne by him.

14.4 Any applicable taxes, stamp duty or levies imposed by law or required to be paid in respect of any monies payable to or received or receivable by CGS-CIMB or any expenses incurred by CGS-CIMB, shall, except to the extent prohibited by law, be borne and paid by the Client and CGS-CIMB shall be entitled to debit the Account for the amount of such taxes and levies.

14.5 The Client acknowledges that from time to time, CGS-CIMB may receive commissions, discounts, fees or otherwise in connection with or in relation to the issue of Securities to or for the Client or other dealings in respect of or relating to any Securities or Investment Products and/or Services for the Client. The Client agrees that CGS-CIMB may retain for the benefit of CGS-CIMB and without any obligation to account to the Client any commission, discounts, fees, or other monies which CGS-CIMB may receive from any providers of Investment Products and/or Services or other persons in connection with or in relation to the holdings, subscription, switching, transfer or redemption of Securities or Investment Products and/or Services or other transactions done or carried out by the Client with or through CGS-CIMB or any other dealings in respect of the Securities or Investment Products and/or Services.

15. Payment/Receipt of Monies

- 15.1 All payments which the Client is liable to pay under these terms and conditions (or any agreement entered into pursuant to these terms and conditions) shall be made in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature and shall be made free and clear and without deduction for any present or future taxes. If any deduction or withholding is required for or on account of any taxes, the Client shall pay such additional amount as is necessary to ensure that CGS-CIMB receives the full amount which it would otherwise have received had no such deduction or withholding been required. The Client shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law. Where the Client makes payment by cheque, cashier's order, bank draft, in any other negotiable instrument or through Electronic Payment, the date of payment shall be the date when such instrument is cleared and full payment is finally received by CGS-CIMB.
- 15.2 Dealer's Representatives are not authorised to collect payment or to handle Securities on behalf of CGS-CIMB. The Client acknowledges that if the Client chooses to effect payment or to deposit Securities by delivering a cheque or Securities to his Dealer's Representative, such Dealer's Representative shall be deemed to be the Client's agent. Any payment or deposit of the Securities shall be deemed to be made only when CGS-CIMB receives the cheque or Securities from the Dealer's Representative and not when the cheque or Securities are delivered to the Dealer's Representative.
- 15.3 The Client agrees and irrevocably consents that in the event:
- (a) payments are made prior to the date for settlement of purchase contracts;
 - (b) CGS-CIMB receives monies from, or on account of, the Client for the purchase of or holding of Securities, or the maintenance of any Account by the Client;
 - (c) CGS-CIMB receives monies for the Account of the Client in respect of a sale of Securities;
 - (d) CGS-CIMB receives monies from, or on account of, the Client for the purposes of managing the Client's funds via Trust Account; or
 - (e) CGS-CIMB receives monies from, or on account of, the Client in the course of CGS-CIMB's business,

CGS-CIMB shall deposit such monies into the Trust Account. The Client agrees that CGS-CIMB may, for the purpose of depositing monies received on account of the Client which are denominated in a foreign currency in a Trust Account, maintain the Trust Account with a custodian outside Malaysia which is licensed, registered or authorised to conduct banking business in the country or territory where the account is maintained.

- 15.4 All Securities delivered or to be delivered to CGS-CIMB from time to time for custody must be in the required or regular form in board lots and/or odd lots (as the case may be) in good delivery order.

16. Payment by CGS-CIMB

- 16.1 Any payment by CGS-CIMB to the Client shall be net of any fees, commission, brokerage charges or expenses incurred in connection with the Transactional Services or any other sums which may be owed to CGS-CIMB and/or its Affiliates by the Client. Such payment shall be made by way of cheque or by Electronic Payment or in accordance with any instructions signed or made or purporting to be signed or made by the Client or any Authorised Person and will discharge CGS-CIMB from any liability to the Client or to any other party. Erroneous payments (as evidenced by the records of CGS-CIMB) made by CGS-CIMB to the Client will immediately constitute a debt owing to CGS-CIMB by the Client which must be immediately repaid to CGS-CIMB and which at the option of CGS-CIMB may also be recovered by way of set-off from future amounts held by CGS-CIMB for and on behalf of the Client or owing by CGS-CIMB to the Client.

17. Foreign Exchange Risks

- 17.1 All Transactions for or relating to any Account or any of the Transactional Services and any payments relating to or arising out of any of the Transactional Services, including but not limited to any fees, commission, brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in Ringgit Malaysia or, if CGS-CIMB agrees, in any other currency requested by the Client, but at a rate of exchange determined by CGS-CIMB. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any Transaction for the Account or any of the Transactional Services.
- 17.2 The Client further agrees and acknowledges that where the Client directs or instructs CGS-CIMB to carry out a contra trade or set-off in relation to any Securities denominated in a foreign currency (the "Traded Currency"), CGS-CIMB may in its absolute discretion effect such contra trade or set-off in either the Traded Currency or the Base Currency, and where such contra trade or set-off is effected in the Traded Currency, settle such contra trade or set-off with the Client in the Base Currency at a rate of exchange determined by CGS-CIMB.

18. Agents

- 18.1 CGS-CIMB is authorised to employ agents to perform all or any part of CGS-CIMB's duties hereunder and to provide information regarding the Account to such agents. At the Client's costs, CGS-CIMB may seek, and act on, an opinion or advice from any lawyer, accountant, consultant, information technology or services specialist, or other expert in respect of any obligations or performance of any duty or any other matter referred to in these terms and conditions and shall not incur any liability to the Client by acting upon such opinion or advice.

19. Dealer's Representatives

- 19.1 Unless otherwise notified to the Client in writing by CGS-CIMB, the Client acknowledges and agrees that, in respect of the Transactional Services, the Dealer's Representative shall be deemed to be the Client's agent whether or not such Dealer's Representative is deemed to be engaged or employed by the Client in law.
- 19.2 The Client acknowledges and agrees that there could be cases where a Dealer's Representative may be required to undertake the provision of services to the Client outside the premises of CGS-CIMB. CGS-CIMB will use all reasonable commercial efforts to inform the Client of these cases.

Part C : Trading in Securities

20. Instructions and Orders

- 20.1 CGS-CIMB shall be entitled to buy and sell Securities for or deal with monies in the Account or perform any other transaction or order relating to the Account upon the verbal or written instructions (including via e-mail), of the Client or any Authorised Person, but CGS-CIMB 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. In the case where CGS-CIMB does so give effect to any instruction or order, CGS-CIMB reserves the right to unilaterally cancel any transaction or recall any order prior to it being executed without providing or assigning any reason therefor.
- 20.2 Unless the Client specifically requests and such request is accepted by CGS-CIMB, any orders relating to Securities given by the Client are good only for the Market Day of the Exchange in which such order is given and shall thereafter lapse at the end of such Market Day.
- 20.3 The Client shall be solely responsible and liable for the actions or instructions of any Authorised Person(s). CGS-CIMB shall not be concerned as to whether an Authorised Person has been given the proper authority by the Client to act on its behalf. For the avoidance of doubt, CGS-CIMB shall not be obliged to verify with the Client or any other person the instructions given by the Authorised Person(s) purportedly on behalf of the Client.
- 20.4 The Client acknowledges and accepts 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. In such circumstances, the Client agrees to release CGS-CIMB from any liability arising therefrom.

20.5 While CGS-CIMB shall make reasonable efforts to ensure that the product information, pricing and rates on the Website are accurate, correct and current, there may be instances where inaccurate, incorrect or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is inaccurate, incorrect or incomplete, CGS-CIMB shall have the right at its sole and absolute discretion, to refuse, avoid, nullify and/or cancel any orders placed or Transactions effected in the Account and any consequential transaction effected due to or arising from the inaccurate, incorrect or incomplete information. CGS-CIMB expressly disclaims liability for any losses incurred due to such errors, inaccuracy, misstatements or omissions.

21. Counterparty Risks

21.1 In the event of any non-open market transactions, the Client should ensure that he is aware of the identity of the contractual counterparty the Client is or may be matched with. Often, the Client will be purchasing an unsecured obligation of such counterparty and he should evaluate the comparative credit risk of such a purchase. If CGS-CIMB is the counterparty, the Client must note that CGS-CIMB deals with the Client at arm's length as his counterparty in relation to the said purchase. In such a case, unless CGS-CIMB agrees in writing or unless otherwise required by law, CGS-CIMB is not the Client's fiduciary, nor is it willing to accept any fiduciary obligations to the Client. Any dealing, trading or engagement or transaction with CGS-CIMB by the Client could result in a loss to the Client and a gain to CGS-CIMB. CGS-CIMB does not and will not give the Client any advice whether written or oral other than any representations expressly set forth in any relevant agreement and any confirmation which may be signed or executed by the Client after negotiations with CGS-CIMB as the counterparty. The Client's net returns from a transaction would also be affected by the transaction costs (which include, but which are not limited to, commission, fees and other charges) charged by CGS-CIMB. The Client should consider these costs in any risk assessment made by the Client. The Client should be aware that CGS-CIMB is engaged in customer-driven and proprietary activities in many markets. These general activities, as well as CGS-CIMB's hedging activities which are related to certain transactions entered into with the Client, may adversely affect the value of such transactions.

22. Margin Financing through Other Financial Institutions

22.1 In the event that the Client concurrently maintains a share margin account through a financial institution (other than CGS-CIMB) the Client authorizes CGS-CIMB to transfer any Transactions effected in that account to the Account should such financial institution so request. The Client agrees that the Client will remain liable for any contracts, Transactions and/or Transactional Services carried out or performed even if the same are not accepted by such financial institution (other than CGS-CIMB). Further, the Client shall always ensure that he has the requisite Securities in that other account maintained through a financial institution (other than CGS-CIMB) prior to giving any orders to CGS-CIMB to sell or dispose of the same failing which he will be liable to make good the shortfall or losses suffered as a result of there being insufficient Securities.

22.2 In the event that the Client obtains financing from a bank or other institution (other than CGS-CIMB) on an ad hoc basis, the Client authorises CGS-CIMB to deliver Securities to such financing bank or institution as the Client's Dealer's Representative may from time to time instruct. The Client indemnifies CGS-CIMB and undertakes to hold CGS-CIMB harmless from any and all losses, damages, liabilities, costs or expenses that may be suffered or incurred by CGS-CIMB as a result of acting in accordance with such instructions.

23. Delinquent/Disputed Account

23.1 CGS-CIMB may, in its sole and absolute discretion, report delinquent and disputed accounts to the relevant regulatory body or authority (including but not limited to Bursa Securities, BNM and Securities Commission) from time to time. The Client further consents to the reporting of the pertinent particulars relating to his Account, including, but not limited to, his name, address and NRIC/Passport number, claim amount and other appropriate information, in the event that his Account is classified by CGS-CIMB at its sole discretion as delinquent or disputed.

24. Suspension of Account and other Restrictions

24.1 The Client acknowledges that CGS-CIMB may impose any restrictions on, including but not limited to suspension of, dealing in any Securities in respect of the Account which CGS-CIMB or any of its authorised representatives considers appropriate for any purpose.

24.2 The trading of Securities in the Account is at all times at the discretion of CGS-CIMB and is subject to the Client's compliance with these terms and conditions. CGS-CIMB may at its discretion vary any trading limit applicable to the Account, or suspend or close the Account, and will not be obliged to give any notice to the Client or provide any reason for such variation, suspension or termination (including but not limited to any suspension or termination due to non-payment of any Secured Indebtedness, or the Account being dormant). CGS-CIMB will further have the right at any time to refuse to act on the Client's behalf, to refrain from executing any order of the Client, or to limit any purchases or sales instructed by the Client without having to provide any reason for such refusal to act.

25. General Right to Force Sell and Buy-In

25.1 The Client understands that if he does not pay for any Securities which he purchases by the due date of the purchase contracts, CGS-CIMB shall have the right to force sell any or all of these Securities at any time after such due date and at such time as it may in its absolute discretion decide. CGS-CIMB may (without prejudice to its rights under these terms and conditions), but need not, exercise this right on any day after the day on which the right to force sell first arose.

25.2 Any waiver of or delay in exercising the right to force sell any Securities by CGS-CIMB pursuant to Clause 25.1 shall not be regarded by the Client as an entitlement or right of the Client to the same at any time and shall be without prejudice to all other rights, powers and remedies available to CGS-CIMB.

25.3 The Client agrees that no short selling (this being the sale of Securities which are not beneficially owned by the Client on the date the sale order is made) shall be effected in relation to any Securities traded on an Exchange (except as permitted under, and effected in accordance with, the prevailing rules of the relevant Exchange). Without prejudice to the other rights and remedies available to CGS-CIMB, the Client agrees that in the case where there is a breach of this provision, CGS-CIMB may effect a buy-in of relevant Securities without any notice or reference to the Client.

Part D : Nominee Services

26. Appointment of CGS-CIMB as Nominee

26.1 Any Securities deposited by the Client with CGS-CIMB or purchased by CGS-CIMB on behalf of the Client, and held by CGS-CIMB for safe-keeping or otherwise may, at CGS-CIMB's absolute discretion, be registered by CGS-CIMB in the Client's name, in CGS-CIMB's name or in the name of CGS-CIMB's agent, sub-custodian or nominee.

26.2 The Client acknowledges that if the Securities are registered in CGS-CIMB's name or the name of CGS-CIMB's agent, sub-custodian or nominee, the Securities will be held by CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee in accordance with Part D of these terms and conditions.

27. Sub-Custodians and Agents

27.1 Client agrees that CGS-CIMB is authorised at all times:

- (a) at the cost and expense of the Client, where the Securities are held in Malaysia, to maintain the Securities in a nominee account in accordance with Rules of Bursa Depository;
- (b) where the Securities are to be held outside Malaysia or denominated in foreign currency, to maintain the Securities with a sub agent or a custody account held with a custodian outside Malaysia which is licensed, registered or authorized to act as a custodian in the country or territory where the Securities are registered, traded or listed;

- (c) to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians referred to in this Clause 27 on such terms and conditions as may be imposed by any applicable laws, including the CMSA, and by such persons which CGS-CIMB may deem fit, for any of the Securities;
- (d) to permit such persons to sub-delegate and to register such Securities in the name of any of their nominees upon such terms and conditions as CGS-CIMB may in its absolute discretion stipulate;
- (e) to delegate to any other person, whether affiliated to CGS-CIMB or otherwise, and whether in or outside Malaysia, for any period whatsoever, the performance of the Transactional Services as well as the exercise of CGS-CIMB's powers set out in these terms and conditions; and
- (f) notwithstanding Part I of the Account Application Form, to credit proceeds arising from corporate actions to Client's Trust Account.

28. No Obligations

- 28.1 CGS-CIMB shall not be required at any time to register any Securities, whether such Securities are held electronically or otherwise, in its own name or in the names of its nominees. If CGS-CIMB decides, in its absolute discretion, to register the Securities in its own name or in the names of its nominees, the Client agrees to sign and execute all necessary instruments of transfer and documents and pay all applicable fees and charges in connection with such registration of the Securities.
- 28.2 CGS-CIMB and CGS-CIMB's agent, sub-custodian or nominee shall be under no responsibility to forward to the Client any notices, proxies or other documents or communications in respect of the Securities. Notwithstanding this, if CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee shall determine that any action is required in respect of such Securities and the Client and/or the Authorised Persons cannot be contacted or fail to give punctual or adequate instructions for such action, the Client hereby authorises CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee to act on the Client's behalf as they shall in their absolute discretion think fit (but nothing in this Clause shall impose on CGS-CIMB any obligation to do so), including without limitation, to exercise any voting rights or such other rights in respect of Securities of which the Client is the beneficial owner but which are registered in the name of CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee, and CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for any such action as CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee may take. The Client further undertakes to indemnify CGS-CIMB and CGS-CIMB's agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by CGS-CIMB and/or CGS-CIMB's agent, sub-custodian or nominee in respect of any such action taken.
- 28.3 The Client acknowledges and consents to the fact that any Securities belonging to him held by CGS-CIMB, its agent, sub-custodian or nominee for any reason whatsoever may be held with other Securities held for CGS-CIMB, itself or other clients of CGS-CIMB on an aggregate or omnibus basis. If this occurs, CGS-CIMB shall maintain records of the Client's interest in the Securities that have been commingled but such Securities may not be identifiable by separate certificates, or other physical documents or equivalent records. This may in some instances result in prejudice to the Client and the Client accepts and consents to this. The Client shall not have any right to specific Securities held by CGS-CIMB on such aggregate or omnibus basis, its agent, sub-custodian or nominee, but will be entitled, subject to these terms and conditions, to delivery by CGS-CIMB of Securities of the same class, denomination and nominal amount, and which rank pari passu with those originally delivered to CGS-CIMB, its agent, sub-custodian or nominee, subject always to any capital reorganisation or share exchange which may have occurred.
- 28.4 CGS-CIMB will only perform such duties as are set out in Part D of these terms and conditions and nothing in these terms and conditions shall have the effect of constituting any relationship of trustee and beneficiary between CGS-CIMB and the Client or of any further relationship other than as is expressly provided for herein.

29. Powers of CGS-CIMB

- 29.1 The Client hereby authorises CGS-CIMB to act on the Client's behalf:
- (a) to request payment of and to receive, apply or exercise (whether in whole or in part) the interest, dividends, rights, bonuses, warrants and other payments or distributions that the Client is entitled to under any applicable corporate exercise or the rules, bye-laws or regulations of the relevant Exchange, in respect of any of the Securities held by CGS-CIMB on the Client's behalf; and
 - (b) to surrender any of the Securities against receipt of monies payable at maturity or on redemption if called prior to maturity on condition that the Client requests CGS-CIMB in writing to do so and executes such forms as may be required by the relevant issuer.

30. Rights, Warrants and Other Entitlements

- 30.1 In so far as Securities are registered in the name of or held on behalf of the Client to the control or direction of CGS-CIMB, CGS-CIMB will use its reasonable endeavours upon its actual receipt of notice of any right to subscribe for shares, warrants, bonds, or other Securities accruing, offered or accruing to the benefit of the Securities which have been purchased or held on behalf of the Client, (collectively "Accrued Rights") to notify the Client of the same in accordance with these terms and conditions.
- 30.2 If the Client wishes to exercise all or part of such Accrued Rights or to apply and subscribe for excess rights, he shall give such instructions to that effect to CGS-CIMB and where necessary make the necessary payments in reasonably sufficient time for CGS-CIMB to exercise or procure the execution of such instructions. CGS-CIMB shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and CGS-CIMB shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if CGS-CIMB does not receive any notification of the Accrued Rights for any reason whatsoever or if no instruction from the Client (accompanied by payment where applicable) with respect to any Accrued Rights is received within the stipulated time, CGS-CIMB shall not be liable for any non-exercise of all or any part of the Accrued Rights.
- 30.3 The Client agrees and acknowledges that rights generally available or accruing to the holder of any Securities may, under certain Malaysian Rules or Foreign Rules, not be available to or accrue to the benefit of or be offered to the Client and the Client agrees that in such circumstances, CGS-CIMB shall not be responsible to inform the Client or inquire into, investigate, take any action or make any demands in relation to such rights, and the Client shall have no recourse against CGS-CIMB for any claims arising out of or in connection with or in relation to such rights.

31. Proxy

- 31.1 CGS-CIMB 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 CGS-CIMB or to send any proxy or other documents to the Client.
- 31.2 In addition, CGS-CIMB shall have no duty or responsibility to attend any meetings or to exercise any vote on behalf of the Client pursuant to its holding of the Securities except in accordance with any prior written instructions from the Client and upon such terms and conditions and indemnities and provisions for fees, charges, and expenses as CGS-CIMB may require.

Part E :Securitized Trading Account and Memorandum of Deposit

32. Securitized Trading Account

- 32.1 The Client agrees with CGS-CIMB as follows:
- (a) Collateral must be deposited with CGS-CIMB and must be of a type and amount acceptable to CGS-CIMB. The trading limit will depend on the amount of the Collateral deposited, and CGS-CIMB may at any time impose a maximum limit for trading;
 - (b) CGS-CIMB may cap or discount the value of Securities provided as Collateral for the purpose of determining the trading limit;
 - (c) the Client must deposit (at the Client's cost and expense) additional Collateral immediately upon CGS-CIMB's request, together with all documents required by CGS-CIMB (e.g. duly completed and valid transfer forms, etc.);
 - (d) CGS-CIMB may suspend or terminate the securitized Trading Account at any time, and uplift any suspension at any time, at CGS-CIMB's sole and absolute discretion; and

- (e) where any amount outstanding or owing is not settled promptly when due (whether demanded or not), CIMB-CGS may realize Collateral to settle the amount outstanding or owing. CGS-CIMB will realize the Collateral in such order and priority as it may determine, and to the extent deemed necessary by CGS-CIMB, in its discretion.

33. Memorandum of Deposit (Applicable to securitised Trading Account only)

33.1 In consideration of CGS-CIMB granting and/or continuing to grant or make available to the Client facilities for the trading of Securities on the Exchange, the Client agrees as follows:-

- (a) the Client hereby pledges, mortgages or charges (as appropriate) to CGS-CIMB or in CGS-CIMB's favour all the Securities held from time to time in the Client's Account which have been fully paid for, in the Client's CDS Account and/or any nominee/custody account of which the Client is the beneficiary (the "**MOD Securities**");
- (b) the Client confirms that the Client is the legal and beneficial owner of the MOD Securities and that the Client is entitled to pledge, mortgage or charge (as appropriate) the MOD Securities in favour of CGS-CIMB;
- (c) the security interests over the MOD Securities will be a continuing security to CGS-CIMB for the Secured Indebtedness;
- (d) in the event any amount in connection with the securitised Trading Account remains outstanding for more than ten (10) days (the "**Outstanding Amount**"), and where written notice of the Outstanding Amount has been given to the Client, CGS-CIMB may at its sole discretion and at any time thereafter, without giving the Client any further notice, sell the MOD Securities to settle the Outstanding Amount and any sale proceeds in excess of the Outstanding Amount will be credited to the Account;
- (e) the MOD Securities may be:-
- (i) registered by CGS-CIMB in its name or in the name of its nominees;
 - (ii) held in scripless form in CDS Accounts in the Client's name or CGS-CIMB's name; or
 - (iii) held in CGS-CIMB's nominees' pledged account with the Client as the sole beneficiary;
- (f) the Client will keep CGS-CIMB or its nominees indemnified against:-
- (i) all claims, demands, liabilities, costs and expenses for which CGS-CIMB or CGS-CIMB's nominees may be liable; and
 - (ii) all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against CGS-CIMB or its nominees,

which may be incurred, or which may arise directly or indirectly by reason of the registration of the MOD Securities in the name of CGS-CIMB or the appointment of CGS-CIMB's nominees as the Client's nominee or by any act or omission in relation thereto;

- (g) neither CGS-CIMB nor its nominees will be answerable or responsible for the loss of or damage to or diminution in value of any of the MOD Securities, however arising, while the same are in the custody, possession or control of CGS-CIMB or its nominees;
- (h) while the MOD Securities are in the custody, possession or control of CGS-CIMB or its nominees, CGS-CIMB or its nominees will use all reasonable efforts to ensure that any rights issue, bonus or dividends ("**Corporate Actions**") declared in respect of the MOD Securities, are subscribed to, or received or collected by CGS-CIMB or its nominees subject to the instructions of the Client. All costs, charges and/or expenses incurred by CGS-CIMB in respect of the Corporate Actions will be debited from the Client's Trading Account;
- (i) the Client will, immediately upon CGS-CIMB's request and at his own cost and expense, deliver to CGS-CIMB duly executed forms or other valid documents of transfer in respect of any or all of said Securities and/or deposit further Securities as may be required by CGS-CIMB;
- (j) the Client hereby acknowledges that CGS-CIMB will not be liable for any loss or damage incurred or suffered in relation to the deposited MOD Securities, or the documents evidencing title or ownership of the deposited MOD Securities (where applicable) under any Account, unless such loss or damage is due to CGS-CIMB's gross negligence or wilful default. In respect of such loss or damage due to gross negligence or wilful default, CGS-CIMB will only be liable for the incidental replacement costs which are limited to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only, and CGS-CIMB is not obliged to repurchase the securities for the Client on the Bursa Securities or any other stock exchanges. The replacement documents evidencing title or ownership of the MOD Securities will be returned to the Client upon CGS-CIMB receiving of the same from the share registrar;
- (k) the Client hereby authorises CGS-CIMB, in the event of the sale of the MOD Securities, to deliver the same to the purchaser or the legal representative and to credit the proceeds of sales to the Client's Account with CGS-CIMB to settle any part of the Secured Indebtedness;
- (l) the MOD Securities and any cash deposited by the Client with CGS-CIMB will at all times remain the Client's assets and property and will not cease to be the Client's assets and property by reason of the liquidation, receivership, judicial management, winding up of CGS-CIMB or any other proceedings related to the insolvency of CGS-CIMB; and
- (m) every notice, demand, certificate or other communication given or made by CGS-CIMB to the Client will be deemed to be given and received if sent to the Client at the address or facsimile number provided by the Client or such other address or facsimile number as may from time to time be notified to CGS-CIMB by the Client in writing and CGS-CIMB will not be responsible if any notice, demand, certificate or other communication is not received by the Client.

Part F: Margin Financing Facility

34. Margin Financing Facility

- 34.1 CGS-CIMB may in its discretion, from time to time and at the Client's request, provide the Client with a Margin Financing Facility for the purposes of extending credit to the Client to undertake Transactions in Securities. Any Margin Financing Facility provided will be subject to such maximum facility limit and for such tenure as determined by CGS-CIMB.
- 34.2 The Client authorizes CGS-CIMB to open for the Client a Margin Trading Account, which will be the trading account financed by the Margin Financing Facility (if granted).
- 34.3 A Margin Financing Facility, if granted, will be governed by these terms and conditions, as well as any other terms and conditions which may be imposed by CGS-CIMB from time to time, whether in a separate or supplemental letter or otherwise. CGS-CIMB may at any time and from time to time review and vary any of the terms and conditions governing the Margin Financing Facility, or suspend, recall or cancel the Margin Financing Facility in its discretion, by notifying the Client in writing.
- 34.4 All sums owing by the Client to CGS-CIMB under or in connection with any Margin Financing Facility (the "**Financing Indebtedness**") shall be due and payable immediately upon demand. Until such demand, the Client shall pay the Financing Indebtedness relating to a Margin Financing Facility immediately upon the expiry of the tenure of that Margin Financing Facility, unless such Margin Financing Facility is, renewed or extended by CGS-CIMB in its absolute discretion. CGS-CIMB may in its discretion charge fees or commission for agreeing to renew or extend any Margin Financing Facility.

- 34.5 The renewal of a Margin Financing Facility may be effected by way of CGS-CIMB agreeing to roll over any Financing Indebtedness such that a fresh drawing is deemed to have been made under the Margin Financing Facility on the date of renewal, but no actual cash repayment of the Financing Indebtedness is made on such date, and no actual cash advance is made by CGS-CIMB to fund the renewal ("**Roll Over**").
- 34.6 The availability period for utilisation of a Margin Financing Facility (if granted) shall be as determined by CGS-CIMB from time to time. Utilisation of a Margin Financing Facility within the applicable availability period may be permitted by CGS-CIMB upon fulfilment of such conditions precedent as CGS-CIMB may require from time to time, to CGS-CIMB's absolute satisfaction. These conditions precedent may include but are not limited to the satisfactory execution and perfection of the security documents, the provision of additional Eligible Collateral, the creation of additional or supplementary security, and compliance with any required Margin value.
- 34.7 Interest in respect of a Margin Financing Facility shall accrue and is payable at such rate of interest as may be determined by CGS-CIMB from time to time and may be changed by CGS-CIMB without prior notice to the Client. CGS-CIMB has no duty to notify the Client of any such change by sending a written notice to the Client directly. Without prejudice to the foregoing, CGS-CIMB shall notify the Client on a periodic basis of the current rate of interest imposed by CGS-CIMB in respect of the Margin Financing Facility. Interest shall accrue on a daily basis on either a 360 or 365/366- day year, depending on the currency involved, and shall be capitalized at the end of each month. If the Financing Indebtedness is not paid or repaid on the relevant due dates (whether demanded or not), the Client shall pay default interest at the rate imposed by CGS-CIMB from time to time ("**Default Interest**") to be calculated on a daily rest basis and paid for as long as the Financing Indebtedness or any part of the same remains due and outstanding.
- 35. Margin Collateral for Margin Financing Facility**
- 35.1 Without prejudice to any other provision of these terms and conditions requiring the creation of security over Eligible Collateral, the Client shall at CGS-CIMB's request execute such assignments, charges, mortgages, margin security agreements, powers of attorney or other security documents in such form as CIMB may require from time to time to ensure that CIMB shall have a first and paramount security interest over all Eligible Collateral to secure the Financing Indebtedness.
- 35.2 The Client undertakes to ensure in respect of each Margin Financing Facility granted to him that the value of the Eligible Collateral earmarked for such Margin Financing Facility (the "**Eligible Collateral Value**") shall at all times exceed the aggregate of the applicable Financing Indebtedness by the Margin. The Eligible Collateral Value shall, unless otherwise required by CGS-CIMB in its absolute discretion or under the Malaysia Rules, be determined as follows:
- (a) Securities quoted on any Exchange owned, operated, maintained or recognized by Bursa Securities and otherwise acceptable to CGS-CIMB: the value shall be based on such percentage, or price and/or quantity cap, as may be determined by CGS-CIMB in its sole and absolute discretion, based on the last traded price of the Securities on the preceding market day, provided that where any such Securities cease to be quoted or traded or are suspended from trading on the relevant Exchange (other than a temporary suspension for purposes of a pending announcement, which does not exceed three (3) market days or such other period as CGS-CIMB may in its discretion decide), then the value of such Securities will be deemed to be zero;
 - (b) Cash Collateral:
 - (i) in the case of cash or a fixed deposit certificate denominated in the Base Currency, its face value;
 - (ii) in the case of cash or a fixed deposit certificate denominated in a currency other than the Base Currency, the value will be calculated on the basis of a discount to the prevailing market exchange rate as CGS-CIMB may determine in its absolute discretion.
 - (c) Securities which the Client has become entitled to by reason of any corporate actions but which have not yet been credited to the Client's Account: the value will be the last traded price of the Securities on the preceding market day; and
 - (d) all other types of Collateral: the value shall be zero.
- 35.3 If any of the Eligible Collateral is denominated in a currency other than the Base Currency, the Eligible Collateral Value will be converted to the Base Currency at such rate of exchange as CGS-CIMB may determine in its absolute discretion.
- 35.4 Without prejudice to any other rights CGS-CIMB has under these terms and conditions, if at any time CGS-CIMB determines that any Securities constituting Eligible Collateral or held in the Margin Account are subject to any of the following circumstances:
- (a) unusually rapid or volatile changes in value;
 - (b) the non-existence of an active market for such Securities;
 - (c) suspension from trading on the relevant Exchange;
 - (d) there is no possibility of immediate or prompt liquidation or realisation of such Securities within a period acceptable to CGS-CIMB;
 - (e) the existence of unusual market conditions;
 - (f) any circumstances exist which in CGS-CIMB's view make it difficult to ascertain the proper value of any Securities,
- then CGS-CIMB may in its discretion increase the Margin and/or impose haircuts on the value of any such Securities, and the Client shall, within three (3) Market Days from the date of a written notice to the Client, provide CGS-CIMB with further and other security acceptable to the Lender by way of substituted or additional security, of such value as would be required to increase the equity in the Margin Account to a value which would not be less than the required loan to Collateral value specified in such notice, such that the Margin is met.
- 35.5 For the purpose of determining the value of any Collateral provided, CGS-CIMB may in its discretion (but shall not be obliged to) to appoint independent professional valuers acceptable to it as and when required by it, at the sole cost and expense of the Client, and the value determined by such valuer shall be final and conclusive and binding on the Client, but shall not be binding on CGS-CIMB.
- 35.6 Without prejudice to the provisions of this Clause 35, CGS-CIMB may in its discretion permit the Client to withdraw any Cash Collateral or other assets provided by the Client as Eligible Collateral where the Eligible Collateral Value exceeds the Margin.
- 35.7 Upon CGS-CIMB's demand, the Client shall immediately substitute any Collateral in the form of Securities specified by CGS-CIMB, with Cash Collateral or another form of Collateral acceptable to CGS-CIMB in its absolute discretion.
- 35.8 If the Eligible Collateral Value of the Eligible Collateral for a Margin Financing Facility falls below the Margin Call Value prescribed by CGS-CIMB, the Client shall immediately upon demand by CGS-CIMB (and, if no deadline is specified, no later than three (3) Market Days from and including the date of the demand or such earlier date as Bursa Securities may prescribe from time to time), either make payment towards the reduction of the Financing Indebtedness or transfer such amount of additional Eligible Collateral as CGS-CIMB may specify to CGS-CIMB (and if no amount is specified at the time of the demand by CGS-CIMB, an amount such that the aggregate Eligible Collateral Value would exceed the Financing Indebtedness, on the date on which the Eligible Collateral is transferred to CGS-CIMB, to meet the required Margin Call Value prescribed by CGS-CIMB or CGS-CIMB may from time to time prescribe for Margin top-up).

35.9 In the event:

- (a) the Client for any reason fails to comply with any Margin Call within the period stipulated by CGS-CIMB; or
- (b) the Eligible Collateral Value of the Eligible Collateral for a Margin Financing Facility falls below one hundred and thirty percent (130%) of the Financing Indebtedness or such other percentage as may be prescribed by Bursa Securities or CGS-CIMB,

CGS-CIMB will be entitled to exercise its right to sell all or any of the Eligible Collateral.

Part G : Day Trade Facility

36. The Client agrees and accepts that specific terms and conditions (including but not limited to brokerage rates) that are applicable to any Day Trade Facility granted to the Client involving trading of a particular Securities where:-

- (a) the outstanding purchase positions are settled against sale positions for the same Securities and
- (b) the purchase and sale transactions are transacted on the same date and effected via phone or i*Trade@CIMB internet orders or any other mode,

are as stipulated in the Rules of Bursa Securities, which Rules may be varied or amended from time to time. The Client acknowledges and confirms that the Client has read and fully understood such Rules and their application to trading under a Day Trade Facility.

Part H : Multi-Currency Trust Account

37. Multi-Currency Trust Account

37.1 CGS-CIMB may from time to time, at the request of the Client, open and maintain a Multi-Currency Trust Account and deposit and retain all proceeds of sale of Securities, including but not limited to contra gains and proceeds received on any over-the-counter instruments.

37.2 The Client may from time to time make further deposits into the Multi-Currency Trust Account.

37.3 The Client irrevocably authorises CGS-CIMB to utilize monies in the Multi-Currency Trust Account in its discretion towards satisfaction of the Secured Indebtedness or any part thereof, including but not limited to the following, as and when they may fall due:

- (a) purchases of Securities, applications for rights issues, payments of the exercise price for the conversion of warrants, loan stocks or options, or subscriptions for initial public offers, private placements, and over-the-counter instruments;
- (b) any charges, brokerage fees, clearing fees, registration fees, conversion fees, transfer fees, custody/nominee fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any Account;
- (c) interest incurred on overdue purchases and/or trading losses;
- (d) any bank charges; and
- (e) any trading losses incurred by the Client.

37.4 The Client further irrevocably authorises CGS-CIMB to apply monies in the Multi-Currency Trust Account towards the recovery of payments made to the Client in error (as evidenced by the records of CGS-CIMB).

37.5 CGS-CIMB may, where the Secured Indebtedness and the monies in the Multi-Currency Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as CGS-CIMB may determine in its absolute discretion [having regard to the then prevailing foreign exchange rates between such currencies].

37.6 The Client shall give CGS-CIMB at least two (2) Market Days' prior notice with respect to any proposed withdrawal from the Multi-Currency Trust Account.

Part I : Transactions on Foreign Exchanges

38. Use of Foreign Agents

38.1 The Client acknowledges and agrees that in Transactions involving Foreign Securities (the "Foreign Transactions"):

- (a) CGS-CIMB may employ the services of agents (the "Foreign Agents") in order to effect such Foreign Transactions; and
- (b) these Foreign Transactions will be subject to terms and conditions that are imposed by the Foreign Agents.

39. Undertaking on Costs

39.1 The Client undertakes to pay CGS-CIMB promptly any fees or other charges imposed by any other stock exchanges or clearing organizations; any taxes imposed by any competent authority on any accounts opened or transaction effected for the Client; and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to CGS-CIMB's gross negligence or willful misconduct.

40. Foreign Rules to Prevail

40.1 All Foreign Transactions are subject to the Foreign Rules.

40.2 In the event of any conflict between these terms and conditions and the Foreign Rules, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.

40.3 CGS-CIMB and the Foreign Agent are entitled, and are hereby authorised by the Client, to take any action or refrain from taking any action (including the disclosure of any information relating to the Client or the Foreign Transactions) which CGS-CIMB or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither CGS-CIMB nor the Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this Clause.

Part J : Electronic Communications

41. Authority, Authenticity and Security

41.1 The Client acknowledges and agrees that the Client accepts full responsibility for the security and authenticity of all communications sent via the Electronic Communications to CGS-CIMB or its Affiliates and the Client agrees to be bound by all such communications. CGS-CIMB shall be entitled to assume that all instructions or communications received and which bear the Client's user identification are those of the Client and CGS-CIMB shall be under no obligation whatsoever to verify that such instructions or communications are in fact those of the Client.

42. Use of Electronic Communications

42.1 The Client understands and accepts that:

- (a) CGS-CIMB is not responsible for order-routing and CGS-CIMB cannot execute any order that it has not received;
- (b) orders transmitted via the Electronic Communications may not be executed immediately or according to time priority;
- (c) in the case of market orders the Client will receive the price at which the Client's order is executed on the Exchange, which may be substantially different from the price at which the Securities are traded when the Client's order is placed; and
- (d) an order can be cancelled (i) if the Client's request to cancel the order is received before the order is executed, or (ii) at the discretion of CGS-CIMB.

42.2 In the event that either party suspects that the other is not receiving the correct communication via the Electronic Communications, that party shall communicate with the other using telephone, facsimile, telegraphic or such other devices as may be necessary to ensure that the other party receives the first party's communication..

43. Risks Relating to Electronic Communications

43.1 The Client confirms that neither CGS-CIMB nor its Affiliates make any representations or warranties whatsoever concerning the Electronic Communications and that all terms, representations, warranties and conditions relating to the same are hereby excluded to the fullest extent permitted by law. The Client agrees that the Client will use the Electronic Communications at his own risk and will satisfy himself as to whether the Electronic Communications meet his requirements.

44. Withdrawal of Electronic Communications

44.1 CGS-CIMB reserves the right to alter the mode of receipt of or to cease to accept the Client's instructions given via the Electronic Communications upon giving seven (7) days' notice of its intention to do so.

Part K : Online Services

45. Provision of Online Services

45.1 Subject to the provisions of Part J of these terms and conditions, CGS-CIMB will, at the Client's request, make the Online Services available to the Client. These Online Services are subject to these terms and conditions relating to their use.

45.2 CGS-CIMB may, in its sole and absolute discretion, determine and vary the frequency, manner of use or availability of the Online Services from time to time. CGS-CIMB may also make changes to the Website(s) and the contents thereof from time to time. CGS-CIMB shall only use reasonable endeavours to provide the Online Services. Any transmissions made by either the Client to CGS-CIMB or CGS-CIMB to the Client using the Online Services shall be on a "reasonable endeavours" basis and consequently, CGS-CIMB shall be under no obligation to give effect to any such transmission and may refuse to carry out such transmission without giving a reason for such refusal.

45.3 The Client shall be responsible for acquiring and maintaining any and all equipment necessary for utilising the Online Services. CGS-CIMB may from time to time stipulate the minimum specifications for the equipment necessary to access the Online Services but accepts no responsibility for the Client's inability to access the Online Services by reason of any deficiency in the Client's equipment

45.4 The Client acknowledges that the Client's use of some Links (as defined below) may be governed by additional terms and conditions. In the event the Client chooses to visit or view any other website established through these Links, those additional terms and conditions:

- (1) will apply to the Client's use of such Links in addition to these terms and conditions; and
- (2) will prevail over these terms and condition to the extent of any inconsistency but only to the extent of those other websites.

45.5 The Client further agrees that:

- (i) CGS-CIMB may (in its sole discretion) only establish a Link for the Client to access into the Third Party Content (as defined below), which shall be on another website;
- (ii) CGS-CIMB shall at no time be obliged to edit or manage (except to provide the Link) the Third Party Content nor verify the accuracy thereof;
- (iii) CGS-CIMB shall be entitled to exclude any liability in respect of the Third Party Content by the automatic appearance of an express disclaimer to that effect on the Website; and
- (iv) CGS-CIMB shall not be responsible for the Client's inability to access the Online Services due to the Client's use of any software, hardware, system or network, that has not been approved by CGS-CIMB, or which might otherwise be incompatible with the CGS-CIMB systems or the Online Services.

45.6 In this Clause 45:

- (i) "**Link**" 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.
- (ii) "**Visitors**" means any visitor, user, subscriber or viewer of the i*Trade@CGS-CIMB Portal.
- (iii) "**Third Party Content**" means any other information or content provided by any party other than CGS-CIMB on i*Trade@CGS-CIMB.

45.7 In order to utilise the Online Services, it may be necessary for CGS-CIMB to supply software to enable the Client to utilise the Online Services. If such software is supplied, the Client acknowledges that it only has a non-exclusive and non-transferable licence to use such software and CGS-CIMB may impose such further terms and conditions on the use of such software that it in its sole and absolute discretion deems fit. Upon termination of the Client's use of the Online Services, any software so licensed to Client shall be returned to CGS-CIMB and all copies and documentation in respect thereof in the Client's possession or control shall be returned to CGS-CIMB or destroyed.

46. Deposit and Charges

46.1 The Client may be required to place a deposit with CGS-CIMB before the Client can begin utilising the Online Services. CGS-CIMB may set-off such deposit against any Secured Indebtedness and shall return the balance of such deposit, if any, free of interest upon the termination of the Online Services.

46.2 The Client agrees to pay for all fees and charges associated with the use of the Online Services, including, without limitation, those of any third party service providers whose services are accessed through the Online Services.

47. Password and Security

47.1 The Client agrees that he accepts full responsibility for the secrecy and confidentiality of the user identification code and password (collectively, the "**Security Information**") issued or to be issued to him by CGS-CIMB or selected by him for the purposes of gaining access to the Online Services. The Client undertakes to safeguard the Security Information.

47.2 CGS-CIMB may assume that any person using a Website with the user name and password of the Client is either the Client or is authorised to act for the Client. CGS-CIMB reserves the right to deactivate or revoke the Client's access to and use of the Online Services if CGS-CIMB 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 this regard, the Client agrees that CGS-CIMB

shall not be liable for any losses, costs and expense incurred by the Client as a result of any unauthorised use of Security Information or any loss arising from the deactivation or revocation of the Client's access to and use of the Online Services. In the event the Client suspects or has reason to believe there has been an unauthorised use of the Client's user name and password, the Client must immediately notify CGS-CIMB in writing or by electronic means.

48. No Representation

48.1 The Client acknowledges that the Online Services are made available to the Client by CGS-CIMB on an "as is" and "as available" basis without any representations, warranties, conditions or undertakings of any kind, whether expressed or implied, and confirms that CGS-CIMB has not given any such representations, warranties, conditions or undertakings in respect of any part of the Online Services or the reliability or quality thereof.

49. No Offer or Solicitation

49.1 The content of the Website(s) does not constitute nor should it be considered to be an offer to sell or a solicitation to buy Securities or any other instruments or products from CGS-CIMB or its Affiliates. It shall be the Client's responsibility to ensure that he does not contravene any Malaysian Rules and/or Foreign Rules before using the Online Services or dealing in any product referred to on the Website(s). The Client shall be deemed to have represented and warranted that he has complied with all applicable Malaysian Rules and Foreign Rules when he continues to access the Website(s).

50. Provision and Publication of Information

50.1 The Client agrees that CGS-CIMB does not guarantee nor warrant the accuracy, completeness, timeliness of any information provided by CGS-CIMB through the Online Services and that such information is for the Client's personal use only and that the Client will not make copies, retransmit, redistribute or republish or resell such information in any form. Without prejudice to the above, any information obtained from the Online Services that purports to provide up to-date information (including but not limited to foreign exchange rates or other quotations or rates) are indicative rates only and may differ from actual prevailing quotations or rates.

50.2 The Client agrees that he cannot delete copyright or other intellectual property rights notices from printouts of electronically accessed information.

50.3 CGS-CIMB gives no warranty or guarantee on the authenticity, identity, competence or otherwise of any third party who created, displayed, supplied or transmitted information on or through CGS-CIMB and/or the Website(s).

51. Disruption, Suspension and Termination of Services

51.1 The Client agrees that CGS-CIMB has the sole and absolute discretion to restrict, suspend or terminate the Client's access to any part of the Online Services without giving reason and/or prior notice to the Client.

51.2 The Client also agrees that use of Online Services may be delayed or affected by:

- (a) the failure or interruption of any telephone network, computer network or other system that is necessary for the use of the Online Services;
- (b) system maintenance or system upgrades; and
- (c) any other event or circumstance beyond the control of CGS-CIMB, including but not limited to that referred to in Clause 54.

51.3 The Client must give CGS-CIMB seven (7) Market Days' notice in writing to terminate the Online Services. Such notice to terminate the Online Services shall be deemed to be received by CGS-CIMB only upon actual receipt thereof by CGS-CIMB and the termination thereunder shall take effect only upon the expiry of the notice given thereunder and shall not release the Client and/or CGS-CIMB from fulfilling obligations incurred prior to the notice of termination becoming effective and these obligations shall continue to be governed by these terms and conditions until the receipt of the notice of termination, the expiry of the notice period for termination, or until the full and effective performance or conclusion of such obligations, whichever is the later.

52. Confidentiality and Intellectual Property

52.1 The Client agrees with and covenants to CGS-CIMB that the Client shall not:

- (a) modify, reproduce or create in any manner any derivative works of the content in, under or to the Website for use, transmission, distribution or display on the Website or any other websites without CGS-CIMB's prior written consent;
- (b) retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information contained in, on or under the Website in any manner whatsoever without CGS-CIMB's prior written consent; or
- (c) use the information contained on the Website for any illegal purposes or in such a manner as to encourage illegal activities.

52.2 The Client:

- (a) agrees to keep all information relating to the Services extended to the Client herein (including any reports sent to the Client by CGS-CIMB) secure and confidential and not allow any person to have access to them other than CGS-CIMB's authorised personnel who require such access to operate the Services extended to the Client pursuant to these terms and conditions;
- (b) acknowledges that CGS-CIMB is the owner of all copyrights, designs, logos, trade names, trademarks, service marks and all other intellectual property (collectively "**Intellectual Property**") in relation to the Services, the Website and the content contained in the Website which shall at all times remain vested in CGS-CIMB;
- (c) confirms that the Client does not own any of the Intellectual Property and that nothing in these terms and conditions nor through the usage of the Services shall confer any right, title or interest to the Intellectual Property in the Client's favour; and
- (d) agrees that the Client will not tamper with nor do anything that will infringe CGS-CIMB's rights to the Intellectual Property and shall safeguard and protect the Intellectual Property at all times.

Part L : Electronic Payment

53. Electronic Payment

53.1 The Client may from time to time effect payment for Transactions or any sum that may be due and owing to CGS-CIMB through an Electronic Payment. In order for the Client to utilise the Electronic Payment for Shares Service, the Client shall execute such forms and/or documents as CGS-CIMB may require from time to time.

53.2 CGS-CIMB shall in its discretion be entitled from time to time to pay the Sales Proceeds effected through the Trading Account to the Client's Designated Bank Account via electronic payment or telegraphic transfer. CGS-CIMB may, at its option, elect to pay the Sales Proceeds to the Client by cheque and such election shall be binding on the Client. No payments will be made by CGS-CIMB to the Designated Bank Account through the Electronic Payment for Shares Service on Saturdays or half business days of the Licensed Financial Institution or CGS-CIMB.

53.3 CGS-CIMB shall in its discretion be entitled at any time to:

- (a) treat any payments made by the Client from time to time through the Electronic Payment as being paid on a Market Day following the date of such payment; or
- (b) apply the amounts received through the Electronic Payment in payment of any amounts owing under any Transactions or in respect of any other amounts that may be due and owing by the Client to CGS-CIMB before applying such payment or any part thereof in respect of the Transactions.

- 53.4 CGS-CIMB is not responsible for any errors, inaccuracies or omissions in the information that may be displayed or transmitted by the Licensed Financial Institution to the Client for the purpose of utilising the Electronic Payment for Shares Service including but not limited to details of the Transactions. Such errors, inaccuracies or omissions shall not prejudice or affect in any way the Client's obligation to pay the Secured Indebtedness or any part of the same.
- 53.5 An instruction given by the Client to the Licensed Financial Institution to debit the Client's bank account and/or to transfer any amount from the Client's Designated Bank Account to CGS-CIMB shall not constitute payment to CGS-CIMB until such time as CGS-CIMB has received payment of such amount in full.

Part M : Miscellaneous Provisions

54. Force Majeure

- 54.1 CGS-CIMB shall not be held liable to the Client for or be liable to the Client for any claims, costs, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond CGS-CIMB's control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, malicious code, cyberattacks, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing house, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of CGS-CIMB's support or solutions partners or any other disturbances, war, terrorist attacks or events, hostility, riot (insurgency or otherwise), civil commotion, requisition by any government or any regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God such as fire, flood, frost, storm, explosion, tsunami, earthquake, typhoon, tornado or landslide.

55. Service of Documents and Notices

- 55.1 Any notices, instructions or other communications given hereunder or in connection with the Account may be verbal unless otherwise required by these terms and conditions, the rules, regulations and bye-laws of any Exchange to be in writing.
- 55.2 Further to Clause 3.1, CGS-CIMB may (but is not obliged to) request confirmation in writing from the Client in respect of orders made through the telephone or any Online Services or Electronic Communication by the Client. If such confirmation in writing is requested by CGS-CIMB, CGS-CIMB will not be obliged to act on any verbal notices, instructions or communications until receipt of the requested confirmation in writing by CGS-CIMB.
- 55.3 All notices, instructions and other communication given by letter, fax transmission or other electronic means (including e-mail and text messages sent through any short message service or any messaging application including but not limited to Whatsapp) must be sent to or left at, in the case of CGS-CIMB, the e-mail address or contact number of CGS-CIMB or its officers, employees or agents, or the business address (in the case of letters) of CGS-CIMB (as applicable) at the relevant time and in the case of the Client, the address or contact number (as applicable) stated in any agreements entered into between CGS-CIMB and the Client or as notified in writing to CGS-CIMB by the Client from time to time. All such notices, instructions or other communications given by CGS-CIMB to the Client as aforesaid will be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of delivery by electronic means, upon transmission.
- 55.4 The Client agrees that personal service of a writ of summons or other originating process or sealed copy thereof of pleadings or other documents may be effected on the Client by leaving the same at the place of business or abode or the address in Malaysia of the Client last known to CGS-CIMB (and in this connection CGS-CIMB shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the last known address of the Client shall be a postal box or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Client irrevocably confirms that service of such writs of summons originating process pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Client.

56. Waiver

- 56.1 The waiver by CGS-CIMB of a breach or default in or non-compliance with any of the provisions of these terms and conditions or any continued course of such conduct by the Client shall not be construed or constituted as a waiver of any succeeding breach or default or non-compliance of the same or other provisions, nor shall any delay or omission on the part of CGS-CIMB to exercise or avail itself of any right, power, privilege or remedies that it has or may have hereunder operate as a waiver of any breach or default or non-compliance by the Client.

57. Severability

- 57.1 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, unenforceable, illegal or otherwise, the invalidity, unenforceability or illegality of such provision shall not affect or impair the other provisions of these terms and conditions, and all provisions not affected by such invalidity, unenforceability or illegality shall remain in full force and effect.

58. Personal Data

- 58.1 To process, administer and/or manage the Client's relationship and/or account with CGS-CIMB, and to provide the Client with the services and products of CGS-CIMB on a continuing basis, CGS-CIMB will necessarily need to collect, use, disclose and/or process:
- (a) the personal data of the Client, including data relating to the Transactions, the Client's financial condition, and the Account;
 - (b) where the Client is an individual, the personal data of the Client's next of kin, individual guarantors and dependants, if applicable; and
 - (c) where the Client is a corporation, the personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers, if applicable.
- 58.2 Such personal data will be collected, used, disclosed and/or processed by CGS-CIMB for one or more of the following purposes:
- (a) processing the Client's enquiries and application for account opening, services and products by CGS-CIMB;
 - (b) providing the Client with the services and products of CGS-CIMB and CGS-CIMB's Affiliates, business partners and related companies;
 - (c) administering and/or managing the Client's relationship with CGS-CIMB and/or the Account;
 - (d) carrying out the Client's instructions or responding to any enquiries by the Client;
 - (e) carrying out due diligence, monitoring or other screening activities (including background checks) in accordance with legal or regulatory obligations, internal compliance requirements or risk management procedures (including but not limited to those designed to combat financial crime, "know-your-customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by CGS-CIMB or its Affiliate;
 - (f) dealing in any matters relating to the services and/or products which the Client is entitled to under these terms and conditions (including the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to the Client, which could involve disclosure of certain personal data about the Client or the Client's personnel to bring about delivery of the same as well as on the external cover of envelopes/ mail packages);

- (g) the recovery of any Secured Indebtedness owed to CGS-CIMB;
- (h) the process of reviewing and approving the Account, and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
- (i) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the Account, and whether or not there is any suspicion of the aforementioned;
- (j) managing CGS-CIMB's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by CGS-CIMB, including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
- (k) security, surveillance and/or identity verification purposes and managing the security of CGS-CIMB's premises including but not limited to carrying out CCTV surveillance, audio recordings of the Client's instructions or conversations over the telephone or during face to face communications with CGS-CIMB's staff;
- (l) if consented to by the Client or any Authorised Person (as may be applicable) via the Client's registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and facilitate the Client's participation in such activities. Some of these activities are governed by additional terms and conditions, which could contain additional information about how CGS-CIMB uses and discloses the Client's personal data or that of the Client's personnel (where applicable), so the Client should read these carefully;
- (m) complying with applicable law in administering and managing the Client's relationship with CGS-CIMB; and/or
- (n) if consented to by the Client in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the despatch of marketing information relating to financial or investment services or products offered by CGS-CIMB and CGS-CIMB's Affiliates, business partners and related companies (whether by CGS-CIMB, CGS-CIMB's Affiliates, business partners or related companies) which CGS-CIMB thinks is of benefit or interest to the Client via the Client's agreed methods of communication;

(collectively, the "**Purposes**").

58.3 Without prejudice to anything else in these terms and conditions, in carrying out one or more of the above Purposes, CGS-CIMB may need to disclose the Client's personal data and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation) to certain third parties, whether located within or outside Malaysia, as such third parties would then be processing such personal data for one or more of the above Purposes. The Client confirms that it/he/she has obtained their consent or is otherwise entitled to provide their personal data and information to CGS-CIMB and hereby acknowledges and agrees that such personal data will/may be disclosed by CGS-CIMB to the following third parties (whether located within or outside Malaysia) for one or more of the above Purposes and for the said third parties to subsequently process such personal data for one or more of the above Purposes:

- (a) CGS-CIMB's Affiliates and between each of them;
- (b) CGS-CIMB's (or any of its Affiliates') third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or securities clearing or other services to CGS-CIMB in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
- (c) any credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution, and, in the event of default, to debt collection agencies;
- (d) any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring/ provision of services), external asset managers, service providers (e.g. alternative investment service providers) and financial service providers;
- (e) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
- (f) CGS-CIMB's (or any of its Affiliates') auditors and professional advisors including its solicitors;
- (g) any person to whom CGS-CIMB is under an obligation to make disclosure under the requirements of any law binding on CGS-CIMB or any of CGS-CIMB's Affiliates or branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which CGS-CIMB or any of CGS-CIMB's Affiliates or branches are expected to comply with;
- (h) any person to whom disclosure is permitted or required by any statutory provision or law;
- (i) any permitted assigns;
- (j) CGS-CIMB's successors in title; and/or
- (k) any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

58.4 If the Client (or where applicable, any of the Client's next of kin, individual guarantors and dependents (where the Client is an individual) and/or the Client's directors, individual shareholders, officers, his personnel, individual guarantors and security providers (where the Client is a corporation)) does not wish for CGS-CIMB to use the submitted personal data or disclose the submitted personal data for any of the above Purposes, the Client may withdraw the consent at any time by written notice to CGS-CIMB, pursuant to the Personal Data Protection Act, however, depending on the circumstances and the nature/extent of the withdrawal, the withdrawal of consent may result in CGS-CIMB's inability to provide the Client with the Services and products and hence may result in the termination of the Client's relationship and/or Account(s) with CGS-CIMB or other consequences of a legal nature which may arise by virtue of the Client's legal relationship with CGS-CIMB.

58.5 The Client agrees to ensure the personal data and information of third parties furnished to CGS-CIMB are accurate and agrees to update CGS-CIMB in writing in the event of any change to such personal data and information. To the extent that the applicable law allows, the Client may request access to, and correction of, the personal data. The Client acknowledges that some personal data may be exempt from such access and correction rights in accordance with local personal data protection laws. The Client may wish to contact CGS-CIMB at 03-2635 6868 or email should the Client wish to request such access to, and/or correction of, the Client's personal information.

58.6 The Client confirms that the Client has read, understood and agrees to be bound by CGS-CIMB's group privacy notice (which is available at www.itradecimb.com.my) (the "**Privacy Notice**"), including but not limited to the clauses in the Privacy Notice which relate to the processing of the Client's personal information. The Client agrees that the Privacy Notice will be deemed to be incorporated into this Agreement.

- 58.7 For the avoidance of doubt, in the event that Malaysian personal data protection law permits an organisation such as CGS-CIMB to collect, use or disclose the Client's personal data without the Client's consent, such permission granted by the law shall continue to apply.
- 58.8 The Client agrees that where the Client's written permission is required by law or otherwise for any such disclosure by CGS-CIMB, the signing of the application form(s), account opening document(s), and/or any other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.
- 58.9 CGS-CIMB's rights under this Clause shall be in addition to and without prejudice to CGS-CIMB's other rights of disclosures available pursuant to any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

59. Disclosure of Information

59.1 The Client hereby expressly authorises and permits CGS-CIMB and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Client's Account, including but not limited to information relating to any transaction or dealings between the Client and CGS-CIMB (except that where such information contains personal data regulated by the Personal Data Protection Act, such personal data shall be disclosed in accordance with Clause 58 above):

- (a) to any current or future Affiliate, or entity currently or which in the future may be associated with CGS-CIMB, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) ("**Authorised Parties**");
- (b) to the auditors, legal advisors and other professional advisors of CGS-CIMB and the Authorised Parties;
- (c) to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Malaysia or elsewhere for the purpose of the operation of the Services including but not limited to investigating discrepancies or claims;
- (d) to any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client's name and/or other particular appears, or any data or record of any document whatsoever;
- (e) to the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
- (f) to any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Malaysia or other jurisdictions, including the jurisdictions in which the Client has traded or where any of CGS-CIMB's overseas business operations are situated;
- (g) to any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
- (h) to any of the Authorised Parties for risk management purposes, for monitoring credit exposure of CGS-CIMB and/or any of its Affiliates, for purposes of centralisation of operations within CGS-CIMB and/or any group in which CGS-CIMB or any of its Affiliates is a member thereof, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
- (i) to any credit bureau (including the members of such credit bureau of which CGS-CIMB is a member), rating agency, insurer, or any other provider of credit protection to CGS-CIMB and/or any of the Authorised Parties;
- (j) to any counterparty transacting with CGS-CIMB or any of the Authorised Parties for the purposes of or in connection with any Transactions;
- (k) to any assignee or transferee or prospective assignees or transferees of CGS-CIMB's credit facilities, business and undertakings or such part thereof;
- (l) to any person with whom CGS-CIMB may enter into (or may potentially enter into) any participation or sub-participation in relation to any Transaction or service under, pursuant or otherwise in connection with, these terms and conditions;
- (m) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of CGS-CIMB or its holding company with/by another company; and
- (n) to any other person or entity at any time:
 - (1) which CGS-CIMB or any of its authorised representatives considers appropriate for any purpose in connection with these terms and conditions; or
 - (2) where such particulars of the Client's Account were inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of CGS-CIMB or its authorised representatives.

59.2 As an Authorized Depository Agent of Bursa Depository, the Client recognizes and acknowledges that CGS-CIMB is irrevocably authorised:

- (a) to make enquiries and/or to request and receive *ad hoc* statements of account in respect of the Client's CDS Account maintained with CGS-CIMB as and when CGS-CIMB sees fit and/or deems necessary in CGS-CIMB's absolute discretion; and
- (b) to disclose to the Client's Dealer's Representative(s) (whether present or in future) appointed by the Client, authorised officers and CGS-CIMB's employees or any other person as CGS-CIMB may think fit or necessary, information in relation to all the Client's accounts, details of transactions entered into by the Client, as well as shareholdings held beneficially or owned by the Client (including but not limited to providing such persons with statements of account pursuant to any balance enquiries and/or requests for such statements).

For the avoidance of doubt, the authorisation in Clause 59.2(b) will remain in full force unless revoked by the Client in writing to CGS-CIMB (with a copy of such revocation given to CGS-CIMB),

AND the Client hereby agrees that the Client will not hold CGS-CIMB or any of its officers, employees, agents, representatives or Dealer's Representatives liable for disclosure of such information, or for any loss or damage arising out of such disclosure, whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto.

59.3 The Client hereby authorises CGS-CIMB to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including any credit bureau or credit agency) any and all of the Client's information with such third party as CGS-CIMB may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as CGS-CIMB may require for the purposes of such enquiries, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as CGS-CIMB may require.

59.4 The Client agrees to provide any information as CGS-CIMB may require and/or as is necessary to verify the Client's identity and do all things necessary to enable CGS-CIMB to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that CGS-CIMB shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by CGS-CIMB has not been provided by the Client.

60. Unclaimed Property

60.1 If there are any monies or Securities in the Account which are unclaimed by the Client seven (7) years after CGS-CIMB receives such property and CGS-CIMB determines in good faith that it is not able to trace and/or contact the Client, the Client hereby agrees that:

- (a) during the seven (7) year period in which CGS-CIMB holds such property, and to the extent permitted by law, for each subsequent year after the seventh (7th) year in which CGS-CIMB holds the property, CGS-CIMB shall be entitled to charge a fee in respect thereof, in such amount as CGS-CIMB may determine in its absolute discretion, which fee shall immediately be due to CGS-CIMB. The Client agrees that such fees shall be applied against the property where possible, or, at CGS-CIMB's sole and absolute discretion, against such other monies or Securities in CGS-CIMB's custody or standing to the credit of any of the Client's Accounts with CGS-CIMB, and accordingly, the property, monies or Securities (as the case may be) shall be reduced by an amount equal to such fees; and
- (b) CGS-CIMB may, at its sole discretion and to the extent permitted by law, appropriate to itself all property then standing to the credit of the Account together with such property as may from time to time continue to accrue to that Account (whether by way of dividends, interest or otherwise).

61. General Warranties, Representations and Undertakings

61.1 In addition to such other warranties, representations and undertakings which the Client has made in these terms and conditions, the Client warrants, represents and undertakes to CGS-CIMB (on a continuing basis and which representations and warranties are deemed to be repeated each time an instruction is issued by the Client or an Authorised Person to CGS-CIMB and to the intent that such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein and/or the termination of these terms and conditions) that:

- (a) the Client has the power and the capacity to enter into, execute, deliver and perform his obligations under these terms and conditions or a Transaction and such obligations are valid and binding on the Client and are enforceable in accordance with their respective terms;
- (b) the entry into, execution and delivery of these terms and conditions or a Transaction does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over the Client; or (iii) result in the breach of or would constitute a default under any agreement to which the Client is a party or a surety, in particular under any agreement relating to any loan, mortgage, bond, deed or guarantee;
- (c) The Client's entry into, exercise of his rights and/or performance of his obligations under the Margin Financing Facility, do not and shall not violate, or exceed any borrowing or other powers or restrictions granted or imposed under or pursuant to (i) any law to which it or he is subject or (ii) where the Client is a body corporate, any provision of its constitutional documents;
- (c) no Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Client entering into the agreement constituted by these terms and conditions or any Security document or a Transaction;
- (d) all the particulars and information given to CGS-CIMB are accurate, true, correct and complete and shall remain accurate, true, correct and complete;
- (e) the Client has not withheld and will not withhold any material fact or information from CGS-CIMB and the Client shall furnish CGS-CIMB promptly with such further additional and/or material change of information as CGS-CIMB may require at any time or from time to time;
- (f) the Client is not a citizen or resident of the United States of America, its territories, possessions and areas subject to its jurisdiction;
- (g) the Client will notify CGS-CIMB in writing immediately should there be any change in the particulars given in connection with these terms and conditions and any other agreements entered into between the Client and CGS-CIMB, including but not limited to change in address, contact particulars and residency and tax status;
- (h) the Client is the underlying principal for the Account and is acting for itself/himself/herself and not as nominee, custodian, trustee and/or for and on behalf of any other person and that no person other than itself/himself/herself has or will have any interest in the Account;
- (i) the Client is the beneficial owner of the Securities and other Collateral placed or to be placed with CGS-CIMB, its agents or nominees from time to time free and clear of all encumbrances or third party rights (except the security created in favour of CG-CIMB) and that such Securities are fully paid for;
- (j) the Client has good title to the Securities and the Client can sell through CGS-CIMB and undertake to promptly deliver to CGS-CIMB documents of title in respect of Securities sold by the Client or on the Client's behalf;
- (k) the use of the monies paid to CGS-CIMB or used in the purchase of the Securities by the Client does not contravene any Malaysian Rules or Foreign Rules;
- (l) no bankruptcy, insolvency, winding-up or analogous proceedings have been commenced against the Client and the Client is not a defaulter on Bursa Securities Defaulters List;
- (m) the Client shall confirm the accuracy of all personal details and other particulars within fourteen (14) days of notice by CGS-CIMB that the Client's Account has been first opened and in all other cases, promptly as and when requested by CGS-CIMB;
- (n) the Client shall cause to be filed and/or registered and/or lodged with any relevant authorities such statements of prescribed particulars, forms and/or other documents whatsoever as may be required under any applicable law;
- (o) The Client shall ensure that every authorisation of or registration with governmental or public bodies or the courts required in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of any instrument creating security over Collateral (including these terms and conditions) has been obtained and is in full force and effect and there is no default in the observance of any condition imposed in connection therewith.;
- (p) there has been no material adverse change in the financial position of the Client from the date on which any Margin Financing Facility is first offered to the Client and, where the Client is a body corporate, from that set forth in the latest audited financial statements of the Client; and
- (q) the Client is familiar with all relevant Malaysia Rules and Foreign Rules.

61.2 The Client authorises CGS-CIMB to verify, in any manner with any third party, the information furnished herein or from time to time as CGS-CIMB may deem fit. The Client also authorises CGS-CIMB to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as CGS-CIMB may deem fit, for any purposes which CGS-CIMB may deem fit. Notwithstanding this Clause, the Client's representations, warranties and undertaking are given irrespective of whether CGS-CIMB has carried out the aforesaid verification and/or checking, such verification and/or checking shall not be in any way affect the Client's representations, warranties and undertaking or prejudice any claim by CGS-CIMB under the Client's representations, warranties and undertaking.

62. Indemnity

62.1 The Client undertakes to fully and effectively indemnify CGS-CIMB and its Affiliates, and keep CGS-CIMB and its Affiliates, indemnified and hold harmless from and against and in respect of all liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by CGS-CIMB and/or its Affiliates directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the Transactional Services, the use of the Electronic Payment for Shares Service by the Client, the use of the Online Services or the breach of these terms and conditions on the part of the Client or its Authorised Person or any third party rights, including but not limited to any infringement of intellectual property rights and the Client shall pay and reimburse the same to CGS-CIMB on demand at any time or from time to time.

63. Termination

63.1 The Transactional Services may be terminated:

- (a) for any reason whatsoever by the Client and/or CGS-CIMB giving seven (7) Market Days' notice in writing; or
- (b) by CGS-CIMB immediately upon the occurrence of an Event of Default.

- 63.2 Upon termination of the Transactional Services as set out in Clause 63.1, CGS-CIMB is authorised to deliver as soon as is practicable thereafter any Securities held by it to the Client or the Client's successors in title after repayment of all Secured Indebtedness, including but not limited to CGS-CIMB's outstanding fees and expenses, if any. Such notice to terminate the Transactional Services shall not be a waiver of any or all accrued obligations of each Party in respect of the Account and these accrued obligations shall continue to be governed by these terms and conditions until such obligations are fully performed.
- 63.3 The termination of the Transactional Services shall not prejudice, impair or otherwise adversely affect any of CGS-CIMB's rights over any Collateral or the repayment of any or all outstanding obligations of the Client until such time as all the Secured Indebtedness are discharged and paid in full.
- 63.4 Upon or at any time after the termination of the Transactional Services, provided that all Secured Indebtedness owed to CGS-CIMB by the Client shall have been discharged and paid in full and CGS-CIMB shall have executed a full and proper acknowledgement and discharge in respect thereof, CGS-CIMB shall transfer the Collateral and all other Securities which are then held by CGS-CIMB or such person as per the Client's written instruction. In the absence of such notification by the Client to CGS-CIMB or upon the expiry of the notice to terminate the Transactional Services, CGS-CIMB is authorised to despatch the same to the Client at the Client's risk and expense to the address of the Client by registered post or in the case of book-entry securities, CGS-CIMB shall be entitled to transfer such securities to any account of the Client with the applicable central depository or custodian. Upon such posting and/or transfer, CGS-CIMB shall have no further liability for the delivery and/or transfer of such Collateral and other Securities.
- 63.5 Without prejudice to any other rights or remedies which CGS-CIMB may have at law or in equity or under these terms and conditions, upon termination of the Transactional Services, CGS-CIMB shall be entitled to:
- sell any or all Securities held or carried for the Client or purchase any or all Securities held or carried as a short position from the Client or any third party at the Client's cost; and
 - exercise all rights over and in respect of any other Collateral including but not limited to selling any or all of the non-cash Collateral in such manner and at such times as CGS-CIMB deems fit with only such notice which is required by applicable law and which cannot be waived, and the sale of such Collateral to CGS-CIMB or any of its Affiliates, will transfer the title to ownership of such Collateral free from any claim or right of any kind, including any equity interest of the Client, such right and equity being hereby expressly waived and released.
- 63.6 Notwithstanding anything contained in Clause 55 service of notice of termination by the Client to CGS-CIMB shall be effective only upon actual receipt thereof by CGS-CIMB.
- 63.7 Any fees, expenses, costs and other charges of CGS-CIMB accrued or incurred up to the effective date of termination shall be paid by the Client.
- 63.8 After the termination of the Transactional Services, CGS-CIMB shall close the Account at such time that it deems appropriate.
- 64. Electronic Records of Contract Notes, Margin Call notices, Invoices and Statement of Account**
- 64.1 The Client agrees and consents to the receipt of contract notes, Margin Call notices, invoices and statements of account from CGS-CIMB in the form of an electronic record through Electronic Communications (each an "Electronic Document") should CGS-CIMB in its discretion make these available to the Client. The Client is required to give seven (7) calendar days' written notice to CGS-CIMB if the Client no longer wishes to receive contract notes, Margin Call notices, invoices and/or statements of account in the form of an Electronic Document.
- 64.2 In the case of Electronic Documents transmitted to the Client by electronic mail, the Client will be deemed to have received the Electronic Documents immediately after despatch of such Electronic Documents from CGS-CIMB's electronic mail server. In the case of Electronic Documents posted on the Website(s), the Client will be deemed to have received such Electronic Documents immediately after they have been posted on the Website(s) for the Client to retrieve.
- 64.3 In the event CGS-CIMB is unable to successfully send any Electronic Document due to any reason whatsoever to the Client after two (2) continuous attempts, CGS-CIMB will have the discretion to send to the Client the Electronic Document by any other method, including by regular post.
- 64.4 The Client acknowledges and agrees that any information transmitted electronically to the Client cannot be guaranteed to be secure or virus or error free and consequently such information could be intercepted, corrupted, lost, stolen, destroyed, delayed or incomplete or otherwise be adversely affected or unsafe to use. CGS-CIMB shall not be liable to the Client in respect of any error, omission, theft or loss of confidentiality arising from or in connection with the electronic communication of information to the Client. As such, the Client shall be responsible for protecting his/her own systems and interests in relation to electronic communications.
- 64.5 CGS-CIMB will provide the Client with a system generated trade statement of each transaction effected in relation to the Client's Account, and such statement shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement, the Client shall do so in writing within the time period as stated in the statement, otherwise the Client shall be deemed to have accepted the contents thereof. A statement by any of the CGS-CIMB's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.
- 65. Electronic Records and Admissibility**
- 65.1 The Client agrees to the admission of electronic records, whether owned or maintained by CGS-CIMB or any Exchange, and any part thereof as evidence in Court, in any tribunal or body having quasi-judicial function, and further agrees not to challenge or dispute the authenticity, admissibility or accuracy of such electronic records.
- 66. Malaysian Rules**
- 66.1 In respect of Transactions involving Securities traded on the Bursa Securities, these terms and conditions shall be read with the Malaysian Rules.
- 66.2 In the event of any conflict between these terms and conditions and any law, rule, requirement or other provision such as is referred to in Clause 66.1, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- 66.3 Where the Transactional Services are made available on separate or additional terms, those terms shall be read in conjunction with these terms and conditions. In the event of any conflict between these terms and conditions and such separate or additional terms, such separate or additional terms shall prevail.
- 67. Laws and Jurisdiction**
- 67.1 The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and CGS-CIMB shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.
- 68. No Assignment**
- 68.1 The Client shall not charge, assign or transfer all or any of its rights, title, interest or obligations hereunder or under any Account or these terms and conditions without the prior written consent of CGS-CIMB.
- 68.2 CGS-CIMB may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account to any person CGS-CIMB deems fit, or change the office through which any transaction is booked, or through which CGS-CIMB makes or receives payments or deliveries for the purpose of any transaction.

68.3 These terms and conditions shall be binding on the Client and its successors in title, permitted assigns, heirs, executors, administrators, personal representatives, receivers, judicial managers, liquidators and trustees in bankruptcy. These terms and conditions shall also continue to be binding on and survive the Client notwithstanding any change in its name, constitution or business/organisation or the name or constitution of CGS-CIMB, or the consolidation, amalgamation or otherwise of the Client into or with any other entity, or the consolidation, amalgamation or otherwise of CGS-CIMB into or with any other entity (in which case the terms shall be binding on the successor entity).

69. Entire Agreement and Amendments

69.1 These terms and conditions, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter.

69.2 The Client acknowledges and agrees that the Client will always abide by all terms and conditions imposed by CGS-CIMB relating to the Services extended to the Client and the Client's Account and that CGS-CIMB may at any time and from time to time add to, amend, modify, supplement and/or vary such terms and conditions in CGS-CIMB's sole and absolute discretion. Upon the imposition, amendment, modification, supplemental and/or variation being posted by CGS-CIMB on the Website or being notified to the Client via the mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Website and/or email notification or within three (3) days of mailing of the notice (as the case may be).

69.3 By the Client continuing to trade or give any order(s) for trade subsequent to the effective date of notice or continuing to maintain the Account with CGS-CIMB, the Client shall be deemed to have agreed to and accepted the new or amended, modified, supplemented and/or varied terms and conditions imposed by CGS-CIMB whereof these provisions shall be binding upon the Client from the date of posting. The relevant provisions of these terms and conditions shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.

69.4 In the event of any inconsistency between terms applicable generally and the specific accounts or services, the provisions which on interpretation are most favourable to CGS-CIMB shall prevail.

Risk Disclosure Statement

RISK DISCLOSURE STATEMENT FOR SECURITIES

Unless the context otherwise requires, the words and phrases in this statement shall have the same meaning as the words and phrases in CGS-CIMB's General-Terms and Conditions. This brief statement cannot and does not disclose all of the risks and other significant aspects of investing or trading in Securities. It is recommended that:

1. I/We seek the advice of my/our financial legal and other professional advisors concerning the risks associated with investing or trading in Securities.
2. I/We undertake trading or investing in Securities only:
 - (a) if I/we understand the nature of the products which I/We am/are investing or trading in and the extent of my/our exposure to risk; and
 - (b) if I/we have carefully considered whether trading or investing is appropriate for me/us in light of my experience, objectives, financial and other relevant circumstances.

The following specific points should be considered by me/us:

1. DOCUMENTATION

To ensure that I/we clearly understand the legal relationship between CGS-CIMB and myself/ourselves, I/we should carry out a comprehensive review of CGS-CIMB's General Terms and Conditions with my/our legal adviser.

2. SECURITIES

- 2.1 Investing in Securities involves market, currency, economic, political, social, business and investment risks. The price of Securities that are quoted and listed on any securities exchange (including the securities exchanges owned, operated or maintained by Bursa Securities, can and will fluctuate, and any individual security may experience upward or downward movements in its price, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling Securities traded on the Bursa Securities and any other recognized stock exchanges including the loss of the entire principal amount invested.
- 2.2 Past performance is no guarantee of future results. Index returns shown are historical and include the change in share price, reinvestment of dividends, and capital gains. Indexes are unmanaged and do not reflect the impact of transaction costs.
- 2.3 Market conditions (e.g. illiquidity of a security) and/or the operation of the rules of certain markets (e.g. the delisting of Securities or the suspension of trading in Securities) and/or any request by a company to suspend trading of its shares (e.g. prior to major announcements) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate or offset my/our positions in such Securities.
- 2.4 Securities may also be compulsorily acquired in a take-over or pursuant to a scheme of arrangement.

3. NOMINEES SERVICES

- 3.1 In relation to Foreign Securities, CGS-CIMB will appoint foreign sub-agents as an intermediary to safe-keep my/our Foreign Securities or assets. I/We acknowledge that there may be additional risks in relation to such foreign sub-agents, including risks arising from the operation of foreign law, rules and regulations, and I/we agree to accept such risks.
- 3.2 I/We acknowledge that as a shareholder I/we am/are aware of all corporate events in regards to the Securities invested by me/us. CGS-CIMB will process the corporate event to the best of CGS-CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition, differences in time zones, or circumstances beyond CGS-CIMB's control (including but not limited to any acts or omissions of CGS-CIMB's agents or custodians). I/We agree to bear any and all charges incurred due to the processing of the corporate events in regards to the Securities invested by me/us.

4. RIGHTS ISSUE, WARRANT AND OTHER OPTIONS

- 4.1 Investing in rights issues, warrants and other options (each a "Right" and collectively, "Rights") carry the following additional risks:
 - (a) the Rights are wasting assets which become worthless when they expire. I/We run the risk of losing the entire amount paid for the Rights in a relatively short period of time. If I/we neither sell my/our Rights in the secondary market nor exercise them prior to their expiration I/we may lose my/our entire investment in the Rights;
 - (b) the fact that Rights become valueless upon expiration means that I/we must not only be right about the direction of an anticipated price change in the underlying interest, but must also be right about when the price change will occur;
 - (c) the more a Right is out of the money and the shorter the remaining time to expiration, the greater the risk that I/we will lose all or part of my/our investment in the Right. The greater the price movement of the underlying Securities necessary for the Right to become profitable (that is, the more the Right is out of the money when purchased and the greater the cost of the Right) and the shorter the time within which this price movement must occur, the greater the likelihood that I/we will incur a loss;
 - (d) the exercise provisions of a Right may create certain risks for me/us. If the Right does not have an automatic feature, I/we must, to exercise the Right, ensure that action is taken in a timely manner. Accordingly, I/we must give such instructions to, and where necessary make such payments in reasonably sufficient time as may be required by CGS-CIMB, for CGS-CIMB to exercise or procure the execution of such instructions. I/We acknowledge that failing to comply with CGS-CIMB's deadline may result in me/us losing my/our rights. On the other hand, if the Right has an automatic exercise feature such as one that will cause the Right to be automatically exercised at the expiration if it is in the money by a specified amount the Right may be exercised at a price at which I/we would not voluntarily choose to exercise in view of the transactions costs of exercise or other factors. The transaction costs associated with the exercise could even exceed the cash settlement amount of the Right, with the result that I/we would incur a net loss from the exercise; and
 - (e) in the case of Foreign Securities, the exercise of Rights may be subject to any applicable foreign rules, laws or regulations. It is possible that a court, a stock exchange or another regulatory agency having jurisdiction would impose a restriction which would have the effect of restricting the exercise of a Right. In such a case the Right would not be exercisable until the restriction was terminated. In the remote possibility that the restriction were to remain in effect until the expiration of the Right, the Right would expire worthless, and I/we would lose the entire amount that I/we paid for the option.

5. STRUCTURED WARRANTS

- 5.1 I/We understand and accept the following relating to structured warrants:
 - (a) the purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrants and all transaction costs;
 - (b) in order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;

- (c) under certain conditions, it may become difficult to sell the structured warrants;
- (d) upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;
- (e) the placing of contingent orders, such as “stop-loss” or “stop limit” orders, will not necessarily limit my losses to the intended amount. Market conditions may not make it possible to execute such orders;
- (f) the high degree of leverage that is obtainable from structured warrants because of the small initial outlay, can work against me/us as well as in my/our favour. The use of the leverage can lead to large losses as well as gain; and
- (g) this brief statement cannot disclose all risks associated with trading in structured warrants. Structured warrants: means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by Bursa Securities from time to time.

Structured warrants: means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by Bursa Securities from time to time.

6. MARGIN FINANCING FACILITY

- 6.1 I/We can lose more funds than I/we deposit in the Margin Trading Account. A decline in the value of Securities that are purchased using the Margin Financing Facility may require me/us to provide additional funds to CGS-CIMB to avoid the forced sale of any or all of the Securities in my/our Account(s).
- 6.2 CGS-CIMB can force the sale of Securities in my/our Account(s). If the equity in my/our Account(s) falls below the Margin requirements under the law, or CGS-CIMB's higher “house” requirements, CGS-CIMB can sell the Securities in any of my/our Account(s) held at CGS-CIMB to cover the Margin deficiency. I/We also will be responsible for any short fall after such a sale.
- 6.3 CGS-CIMB can sell my/our Securities without contacting me/us. Some investors mistakenly believe that CGS-CIMB must contact them for a Margin Call to be valid, and that CGS-CIMB cannot liquidate Securities in their Account(s) to meet the call unless CGS-CIMB has contacted them first. This is not the case. CGS-CIMB will attempt to notify me/us of Margin Calls, but it is not required to do so. However, even if CGS-CIMB has contacted me/us and provided a specific date by which I/we can meet a Margin Call, CGS-CIMB can still take necessary steps to protect its interests. This may include immediately selling all or any of the Securities in your Account(s) without notice to me/us.
- 6.4 I/We am/are not entitled to choose which Securities in my/our Account(s) are to be liquidated or sold to meet a Margin Call. As the Securities are Collateral for the Margin Financing Facility, CGS-CIMB has the right to decide which Collateral to sell or realise in order to protect its interests.
- 6.5 CGS-CIMB can increase its “house” maintenance Margin requirements at any time and is not required to provide me/us advance written notice. These changes in CGS-CIMB policy often take effect immediately and may result in the issuance of a maintenance Margin Call. My/Our failure to satisfy the call may cause CGS-CIMB to liquidate or sell all or any of the Securities in my/our Account(s).
- 6.6 I/We am/are not entitled to an extension of time on a Margin Call. While an extension of time to meet Margin requirements may be available to me/us under certain conditions, I/we do not have a right to the extension.

7. NON-ADVISORY NATURE OF RELATIONSHIP

Unless I/we have a specific agreement with CGS-CIMB for the provision of financial advisory services I/we should note and accept that CGS-CIMB's relationship with me/us in relation to my/our securities and securities-related transactions is purely as execution broker/dealer only, or as a counter party to me/us, or as a lender for the Margin Financing Facility. I/we acknowledge that I/we -

- (a) may not assume that any answers provided by CGS-CIMB or its employees or representatives in response to my/our queries are backed by any prior due diligence or research;
- (b) should not place reliance on any such answers;
- (c) should seek independent advice on the suitability of any Transaction based on my/our specific investment objectives, financial situation and particular needs.

8. TAX COMPLIANCE

I/We declare and confirm that:

- (a) I/We remain fully responsible for my/our own tax affairs and ensuring that both I/we and my/our accounts maintained with CGS-CIMB are in compliance with the tax laws of the relevant jurisdiction within which I/we reside, am domiciled in or a tax citizen of;
 - (b) to the best of my knowledge, information and belief, I/we have neither willfully committed nor been convicted of any serious tax crimes;
 - (c) I/we acknowledge and agree that I/we remain fully responsible for obtaining independent tax advice from a qualified adviser, and acknowledge that CGS-CIMB will not be responsible for nor will it provide any tax advice to me /us; and
 - (d) I/we agree to notify CGS-CIMB (within 30 calendar days), or provide information requested by CGS-CIMB, if there is any change in my / our personal information or circumstances including, without limitation, any material adverse change in my / our financial condition or any change in the ultimate beneficial ownership of my / our account, citizenship, residence, address of record and any additional information which affects my / our tax position.
- 8.2 Subject to applicable local laws, I/we hereby consent to CGS-CIMB and its Affiliates sharing my/our information with domestic or overseas regulators or tax authorities where necessary to establish my/our tax liability in any relevant jurisdiction.
- 8.3 I / we also understand and agree that, CGS-CIMB may be required by domestic or overseas regulators or tax authorities to obtain additional documents and/or forms from me/us, which I / we will sign and/or provide, if I / we am / are subject to the relevant jurisdiction's laws or regulations. I / we understand and agree that CGS-CIMB may withhold and pay out from my / our account(s) such amounts as may be required according to applicable laws, regulations, directives, guidelines and/or agreements with domestic or overseas regulators or authorities.

9. OTHER RISKS

- 9.1 I/We should familiarise myself/ourselves with the protection accorded to any money or other property which I/we deposit for domestic and foreign transactions, particularly in the event of insolvency or bankruptcy. The extent to which I/we may recover my/our money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as my/our own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.
- 9.2 Before I/we begin to trade, I/we should know all commissions, fees and other charges for which I/we will be liable. These charges will affect my/our net profit (if any) or increase my/our loss.

- 9.3 Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose me/us to additional risks such as different or diminished investor protection. Before I/we trade, I/we should enquire about any rules relevant to my/our particular transactions. My/Our local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where my/our transactions have been effected. I/We should know and understand the types of redress available in both my/our home jurisdiction and other relevant jurisdictions before I/we start to trade.
- 9.4 The profit or loss in transactions in foreign currency-denominated Securities (whether they are traded in my/our own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 9.5 Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My/Our ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary. I/We should know and understand such risks before I/we start to trade.
- 9.6 Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or not executed at all.
- 9.7 For off-exchange transactions, it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before I/we undertake such transactions, I/we should familiarise myself/ourselves with the applicable rules and attendant risks.
- 9.8 I/We acknowledge that as a shareholder I/we am/are aware of all corporate events in regards to the Securities invested by me/us. CGS-CIMB will process the corporate event to the best of CGS-CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition, differences in time zones, or circumstances beyond CGS-CIMB's control (including but not limited to any acts or omissions of CGS-CIMB's agents or custodians). I/We agree to bear any and all charges incurred due to the processing of the corporate events in regards to the Securities invested by me/us.



**General Terms and Conditions and Risk Disclosure Statement
– Islamic Broking**

CGS-CIMB's General Terms and Conditions – Islamic Broking and Risk Disclosure Statement

THIS DOCUMENT states the terms and conditions which govern the relationship between CGS-CIMB Securities Sdn. Bhd. (“**CGS-CIMB**”) and the applicant for the Account (as hereafter defined) (the “**Client**”).

Part A : Definitions

1. Definitions

1.1 Unless the context otherwise requires, the following words or expressions in these terms and conditions shall have the following meanings:

“**Account**” means any account which the Client may have with CGS-CIMB or any of its Affiliates (including any sub-account), as may be necessary and expedient for the performance of any Transactional Services, and includes but is not limited to the Multi-Currency Trust Account;

“**Accrued Rights**” has the meaning ascribed to it in Clause 30.1;

“**Affiliates**” means (i) a related corporation (as defined in the Companies Act 2016) of CGS-CIMB (ii) CGS-CIMB Securities International Pte. Ltd. and its related corporations (as defined in the Companies Act 2016), (iii) a member of the CGI Group, and/or (iv) a member of the CIMB Group;

“**Authorised Person**” means a person authorised in writing by the Client to provide instructions to CGS-CIMB on behalf of the Client in relation to Transactions, which instructions are binding on the Client;

“**Base Currency**” means Ringgit Malaysia;

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

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

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

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

“**CDS Account**” means a central depository system securities account established by Bursa Depository for a depositor pursuant to the Securities Industry (Central Depositories) Act 1991 and in accordance with the Rules of the Bursa Depository;

“**CGI Group**” means China Galaxy International Financial Holdings Limited and its related corporations (as defined in the Companies Act 2016);

“**CIMB Group**” means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act, 2016);

“**CMSA**” means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and re-enactments thereof in force as may be made at any time and from time to time;

“**Collateral**” means the cash, monies (whether in Malaysian Ringgit or any other currency, including monies deposited by way of fixed deposit) and/or other property of the Client deposited with or held by CGS-CIMB or its Affiliates or otherwise in the custody or control of CGS-CIMB or its Affiliates from time to time, including: (a) Securities listed on a securities exchange; and (b) such other Securities or instruments or assets, in whatever form, as CGS-CIMB may from time to time prescribe, together with all attendant rights and interests under any contract (where applicable) for the sale, purchase, custody or management of such assets and to the income, dividends thereon, whether now or hereafter held by CGS-CIMB or in transit to CGS-CIMB or to CGS-CIMB's nominee, which are Shariah-compliant under the Malaysia Rules;

“**Conflict of Interest**” includes, without limitation, the following situations: (a) CGS-CIMB or its Affiliates undertaking Proprietary Activities resulting in CGS-CIMB or its Affiliates taking positions identical, similar or related to that transacted by CGS-CIMB or its Affiliates with or for the Client; (b) CGS-CIMB or its Affiliates, as principals, being a party to transactions with the Client; (c) CGS-CIMB or its Affiliates undertaking Proprietary Activities, including without limitation hedging transactions, which are related to transactions undertaken by CGS-CIMB or its Affiliates with or for the Client that may adversely affect the market price, rate, index, value or other market factors in relation to the transactions entered into by CGS-CIMB or its Affiliates with or for the Client; or (d) CGS-CIMB or its Affiliates having commercial relationships with and access to information from the issuers of the Securities, or provider of Investment Products and/or Services transacted by the Client with or through CGS-CIMB or its Affiliates;

“**Dealer's Representative**” means a holder of a capital markets services representative's licence who is authorized to carry on regulated activities pursuant to Section 76(6)(c)(ii) of the Capital Markets and Services Act 2007;

“**Designated Bank Account**” means the bank account maintained by Client with the Licensed Financial Institution and designated by the Client to CGS-CIMB as the bank account by which the payment of sales proceeds and any other sums payable to the Client via Electronic Payment will be effected;

“**Electronic Communication**” means any electronic or interactive product or service offered by CGS-CIMB, which allows the Client to communicate with CGS-CIMB or its Affiliates or with any third party service provider. Such electronic services include but are not limited to services which allow electronic data communications to be transmitted between parties through the use of personal, home or business computers and the like, connected by a modem, router or other device to the Internet or a telecommunications network;

“**Electronic Payment**” means a payment by or to the Client in respect of a Transaction or other sum due and owing by or to the Client effected through telegraphic transfer, direct debit or any other electronic means offered by a Licensed Financial Institution;

“**Electronic Payment for Shares Service**” means the service involving the trading of securities by which payments are facilitated via Electronic Payments;

“**Event of Default**” means (a) where the Client is an individual, the death or bankruptcy of the Client or the Client petitioning for a voluntary arrangement under the Insolvency Act 1967 (or any revision or supplement thereto) or the Client becoming of unsound mind; or (b) where the Client is a corporation, the Client convening a meeting of its creditors or the making of a proposal for a voluntary arrangement or the making of a proposal for any other composition, scheme of arrangement with (or assignments for the benefit of) its creditors or the Client being unable to pay its debts within the meaning of the Companies Act 2016 or the appointment of a trustee, receiver, judicial manager or similar officer in respect of all or any part of the business or assets of the Client or the presentation of a petition or the convening of a meeting for the purposes of considering a resolution or other steps being taken for the winding-up of the Client or for the making of an administration order, or a material adverse change in the Client's financial position which in CGS-CIMB's opinion, may affect the Client's ability to perform its obligations under these terms and conditions or any Transaction; or (c) any representations or warranties made by the Client being or becoming incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated; or (d) the Client admitting to CGS-CIMB its inability to, or its intention not to, perform any of its obligations hereunder and/or in respect of any financing, mortgage or agreement; or (e) any of the assets of the Client being transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any legislation regulating securities or seized, nationalized, expropriated or compulsorily acquired by any government or agency; or (f) the Client failing to perform any other of its obligations hereunder and (if capable of remedy) such failure is not remedied within such time period as may be specified by CGS-CIMB at its absolute and unfettered discretion whether in writing or otherwise, or (g) the Client is being reported as delinquent by a member company of Bursa Securities;

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

“**Foreign Agents**” has the meaning ascribed to it in Clause 37.1(a);

“**Foreign Rules**” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign stock exchange or clearing organisation or any governmental or regulatory authorities of any foreign jurisdiction, whether having the force of law or not, and all applicable laws in such foreign jurisdiction by which CGS-CIMB and/or the Client may be bound or which apply to any of the Transactions or Transactional Services;

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

“**Foreign Transactions**” has the meaning ascribed to it in Clause 37.1;

“**General Information**” has the meaning ascribed to it in Clause 13.2;

“**Investment Products and/or Services**” means any capital market products, any other products as may be prescribed by the Securities Commission, Bursa Securities and/or other governmental or regulatory authorities from time to time, and any other products and services which CGS-CIMB may provide to the Client;

“**Late Payment Charges**” comprises *ta'widh* (compensation) and *gharamah* (penalty) at such rate as provided in Schedule 1. *Ta'widh* refers to the amount that may be compensated to CGS-CIMB based on the actual loss incurred due to default, whilst *gharamah* refers to the penalty charged on the defaulters over and above the *ta'widh*. The late payment charges shall be based on the charge as approved by CGS-CIMB's authorised Shariah advisor in accordance with the guidelines issued by relevant regulators as may be amended from time to time;

“**Licensed Financial Institution**” means a financial institution licensed by Bank Negara Malaysia under the Financial Services Act 2013 (FSA) or the Islamic Financial Services Act 2013 (IFSA) or any successor legislation;

“**Malaysian Rules**” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the Securities Commission, Bursa Securities, Bursa Clearing, Bursa Depository, Bank Negara Malaysia and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Malaysia including but not limited to the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories) Act 1991, the Rules of the Bursa Depository, and all rules, regulations, notices promulgated under thereunder. References to any rules, practices, notices, directives and regulations and/or applicable law shall be deemed to include references to such rules, practices, notices, directives and regulations or applicable law as re-enacted, amended or extended and any subordinate legislation (as the case may be) enacted from time to time under it;

“**Market Day**” means, depending on the context, a day on which CGS-CIMB is open for business, or a day on which the relevant Exchange on which a relevant Transaction is carried out is open for trading;

“**Multi-Currency Trust Account**” means the Trust Account maintained by CGS-CIMB in accordance with Part H of these terms and conditions;

“**Online Services**” means the Internet-based electronic facility or facilities that CGS-CIMB makes available to the Client from time to time enabling the Client to effect Transactions and/or obtain market information and data, news, quotations, research information and analyses, alerts, and other information or publications, whether in respect of Transactions or otherwise;

“**Proprietary Activities**” means dealings in Securities undertaken by CGS-CIMB for its own benefit;

“**Rules of the Bursa Depository**” means any rules, regulations, guidelines or policies issued by the Malaysian central depository from time to time and includes without limitation the rules of the Bursa Depository and all procedure manuals (as defined in the Rules of the Bursa Depository) for the time being of Bursa Depository;

“**Sales Proceeds**” means proceeds arising from any Transaction;

“**Secured Indebtedness**” means all sums that may from time to time become due to CGS-CIMB or any other party appointed by CGS-CIMB, including all fees, commissions, brokerage charges, principal, costs (including legal costs on a solicitor and client basis), expenses and other amounts owing to CGS-CIMB, arising under or in respect of (i) any of the Transactional Services or the Transactions, or (ii) the performance or non-performance of any of the Client's obligations to CGS-CIMB, whether under these terms and conditions or otherwise;

“**Securities**” include (a) stocks, or sukuk issued or proposed to be issued by any government; (b) shares in of, a body corporate or an unincorporated body; (c) unit trusts or prescribed investments; and (d) such other securities as stipulated from time to time under the CMSA, which are Shariah-compliant, and the term “Securities” includes any right, option or interest in any of the above, but does not include futures contracts;

“**Securities Account**” means an account established by a depositor with Bursa Depository, or any centralised depository or clearing agency, as may be necessary for the recording of the deposit of Securities and for dealing in Securities by the depositor;

“**Security Information**” has the meaning ascribed to it in Clause 46.1;

“**Shariah**” means Islamic law which includes the statements of opinion of CGS-CIMB's authorised Shariah advisor, the rulings of the Shariah Advisory Councils of Bank Negara Malaysia and Securities Commission and other relevant authorities on Shariah matters relating to Islamic banking and finance in any particular jurisdiction;

“**These terms and conditions**” means these terms and conditions as supplemented, modified or amended from time to time;

“**Traded Currency**” has the meaning ascribed to it in Clause 17.2;

“**Trading Account**” means an Account of the Client designated as such by CGS-CIMB, through which Transactions are effected;

“**Transactional Services**” means any services provided to the Client by CGS-CIMB under these terms and conditions or such other terms and conditions as CGS-CIMB may from time to time prescribe;

“**Transactions**” means transactions relating to Securities undertaken by or on behalf of the Client;

“**Trust Account**” means the trust account maintained by CGS-CIMB in accordance with the CMSA and includes the Multi-Currency Trust Account; and

“**Website**” means the website owned, operated, maintained and/or designated by CGS-CIMB and accessible at the Internet uniform resource locator (URL) designated by CGS-CIMB from time to time that enables the Client to gain access to the Online Services.

1.2 Words importing only the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine and neuter genders and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in these terms and conditions are inserted for ease of reference and do not affect their interpretation. References to any statute, legislation, law, rules, regulations, guidelines, practices, notices or directives include any modification, re-enactment or amendments, practice notes and new guidelines issued pursuant thereto and any subordinate legislation (as the case may be) enacted from time to time under it or them.

Part B : Terms Applicable Generally

2. Opening of Account

- 2.1 The Client acknowledges that he has requested and granted authority to CGS-CIMB to open the Account in the Client's name (including, where applicable, such Securities Accounts with Bursa Depository or other centralised depository or clearing agency as may be necessary or desirable for the provision of the Transactional Services).
- 2.2 The Client agrees that he will at all times comply with and observe all applicable Malaysian Rules and Foreign Rules.
- 2.3 All transactions by CGS-CIMB on the Client's behalf will be subject to all applicable Malaysian Rules and Foreign Rules.
- 2.4 The Client may be required to place a deposit with CGS-CIMB before the Client may begin utilising the Account. CGS-CIMB may at its discretion use such deposit to set-off any sums owed to it by the Client and shall return the balance of such deposit, if any, upon the termination of the Account.

3. Records of Instructions / Confirmation

- 3.1 The Client agrees that all orders made through the telephone or any Online Services or Electronic Communication will be deemed to have been confirmed and will be binding on the Client without any requirement for further scrutiny by CGS-CIMB. In this regard, CGS-CIMB may operate the Client's Account and execute trades upon receipt of either the Client's oral or written instructions believed by CGS-CIMB to be authentic or genuine and to have been given by the Client or an Authorised Person. CGS-CIMB is entitled (but not obliged) to require further evidence to confirm or verify the authenticity of any instructions given or purported to be given by or on behalf of the Client.
- 3.2 Where any dispute arises between the Client and CGS-CIMB in connection with or relating to any instruction or communication, whether electronic or otherwise, given or purportedly given by the Client or any Authorised Person in relation to any Transactional Services, CGS-CIMB's record of such instructions or communications will be accepted by the Client as final and conclusive evidence of such instructions or communications from the Client.
- 3.3 The Client agrees to do such acts and deeds and to execute such documents as are necessary or are in the opinion of CGS-CIMB desirable to ratify or confirm anything done by CGS-CIMB in the proper exercise of any right or power conferred by these terms and conditions or any other agreement entered into pursuant to these terms and conditions or relating to the Account.

4. Late Payment Charges

- 4.1 Except as otherwise provided in these terms and conditions, the Client agrees to pay Late Payment Charges on all sums due to CGS-CIMB at such rate as provided in Schedule 1 as may be prescribed by CGS-CIMB from time to time depending on the currency involved, for all outstanding sums due from the due date to the date of full payment.
- 4.2 The Client acknowledges and agrees that CGS-CIMB may retain, for the benefit of CGS-CIMB and without any obligation to account to the Client, any hibah CGS-CIMB receives from the Client's monies deposited in the Trust Account.

5. Collateral, Set-Off and Lien

- 5.1 The Client agrees that the assets forming the Collateral will serve as collateral for the Secured Indebtedness to CGS-CIMB, and the Client charges all the Collateral to CGS-CIMB by way of equitable charge. The Client shall when requested by CGS-CIMB, immediately execute such security deeds or other documents and create such other security in respect of the Collateral or any of it as CGS-CIMB may require from time to time.
- 5.2 Notwithstanding any other security which CGS-CIMB may have over the Collateral, CGS-CIMB shall at all times have a general and continuing lien over all or any of the Collateral to secure the payment of all Secured Indebtedness. CGS-CIMB is entitled to combine and consolidate all the Client's Accounts which the Client may have with CGS-CIMB or any of its Affiliates, and/or to set-off any amount standing to the credit of any of the Client's Accounts which the Client may have with CGS-CIMB or any of its Affiliates against the Secured Indebtedness.
- 5.3 If an Event of Default occurs or is threatened, the Client authorises CGS-CIMB, without prior notice to the Client, to realise and liquidate at any time any of the Collateral, to the extent permitted by applicable law. The Client acknowledges and agrees that the Collateral (and/or the proceeds of sale) may be immediately set-off in or towards satisfaction of the Secured Indebtedness (whether in whole or in part) if an Event of Default occurs or is threatened.
- 5.4 In so far as any Secured Indebtedness are contingent or future liabilities, CGS-CIMB's liability to the Client in respect of any amounts standing to the credit of any of the Client's Accounts and all other payments due to the Client, shall to the extent necessary to cover such Secured Indebtedness, be suspended, until the happening of the contingent or future event and such amounts are, in the absolute discretion of CGS-CIMB, applied in satisfaction of the Secured Indebtedness.
- 5.5 The security created over the Collateral by this Clause 5 shall be a continuing security for the discharge of the Secured Indebtedness and shall not prejudice any other security rights which CGS-CIMB may have in respect of the Collateral.

6. Continuing Security

- 6.1 The security created by the Client under Clause 5 shall be a continuing security for the Secured Indebtedness, such that:
- (a) such security shall to the extent permitted by law take priority over all other interests in the Collateral;
 - (b) CGS-CIMB may at any time after an Event of Default immediately upon giving notice to the Client, retain, deal with, sell or otherwise dispose of all or any of the Collateral charged in accordance with Clause 5 and apply the net proceeds of such sale or disposal in or towards the discharge of the Secured Indebtedness at such times and in such manner and generally on such terms as CGS-CIMB may in its absolute discretion think fit; and
 - (c) by these terms and conditions, the Client authorises CGS-CIMB to execute all documents and do all acts and things necessary or appropriate to sell or dispose of any of the Collateral or any interest therein.
- 6.2 The security created under Clause 5 shall become immediately enforceable and the power of sale and other powers conferred by applicable law (as varied and extended by this Clause 6) and all the other powers conferred on CGS-CIMB by this Clause 6 shall be immediately exercisable at any time after an Event of Default.

7. Exclusions

Except as expressly provided in these terms and conditions, CGS-CIMB does not make any representations and warranties.

8. Limitation of Liability

- 8.1 Except as otherwise provided in these terms and conditions and to the fullest extent permitted by the law, the provisions in this Clause 8 set out CGS-CIMB's entire liability (including any liability for the acts and omissions of its Affiliates, and the respective officers, employees and agents of CGS-CIMB and its Affiliates) to the Client, including matters in respect of:

- (a) any breach of its obligations in relation to or in connection with or arising under these terms and conditions including without limitation any loss or damage resulting from or due to (i) any errors or defaults of any kind in accepting or acting on or executing any instructions given by the Client or an Authorised Person or in relation to or in connection with any matter relating to Transactions or the provision of the Transactional Services or the custody of the Securities or any transaction made or purported to be made or the payment and crediting of funds or monies; (ii) any act, failure or omission or delay on the part of CGS-CIMB, its Affiliate, nominee, agent, sub-agent, officer, employee or other authorised person in the provision of any of the Transactional Services; and
- (b) any representation, statement or tortious act or omission (except fraud and fraudulent misrepresentation) including negligence arising under or in connection with these terms and conditions or any Transaction or the provision of any Transactional Services.
- 8.2 CGS-CIMB's maximum liability (including, without limitation, tortious liability (if any)) for damages, losses, costs and expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of CGS-CIMB's obligations under these terms and conditions) suffered or incurred by the Client, including but not limited to those arising under or in connection with the matters set out in Clauses 8.1(a) and 8.1(b) shall be limited to the amount of RM5,000.
- 8.3 The Client acknowledges and agrees that CGS-CIMB shall not be liable for any (i) direct loss (but only to the extent CGS-CIMB is permitted to exclude such liability by law), (ii) indirect, incidental, punitive, special or consequential loss (including but not limited to loss of investment opportunity or any failure to make a profit), (iii) damages, (iv) costs or (v) charges suffered by the Client or any other party (no matter how caused) arising in connection with:
- (a) any action taken by CGS-CIMB or CGS-CIMB's agents or any of their respective affiliates to comply with all applicable Malaysian Rules and Foreign Rules, including, without limitation, any liquidation, in whole or in part, of any of the Client's positions or any action taken at the request or directive of a relevant stock exchange, clearing organization or regulator;
- (b) any oral or written instructions believed by CGS-CIMB to be authentic or genuine and to have been given by the Client or an Authorised Person (even if such instructions are subsequently shown not to be authentic or genuine);
- (c) any action brought by a third party (even if the relevant losses, damages, costs or expenses are reasonably foreseeable or CGS-CIMB had been advised of the possibility of the Client incurring the same);
- (d) any exercise of CGS-CIMB's rights to vary any trading limit applicable to the Account, or to suspend or close the Account, under Clause 24.2;
- (e) any exercise or non-exercise of CGS-CIMB's right to force sell the Client's Securities under Clause 25.1;
- (f) any acts or omissions of any Dealer's Representative, or of any custodians referred to in Clause 27.1;
- (g) the sale of any MOD Securities by CGS-CIMB pursuant to Clause 33.1(d);
- (h) any use of or reliance on the Online Services, the Website and/or any electronic instruction;
- (i) any failure by the Licensed Financial Institution to credit payment of any Sales Proceeds into the Client's Designated Bank Account;
- (j) any malfunction or partial or total failure of any machine, data processing system, electronic transmission or communications system; or
- (k) termination of the Account or any Transactional Services by CGS-CIMB.
- 8.4 The Client is aware that circumstances could arise in which the Client's remedies set forth in these terms and conditions may be or appear insufficient to the Client. The Client agrees that the limitations on liability specified in this Clause 8 shall survive and apply even under such circumstances. In the light of the overall agreement reached hereunder, the Client has agreed that the remedies and limitations on liabilities set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration including the fees, commission, brokerage charges and other charges payable in accordance with these terms and conditions and the availability and costs of insurance with respect to the said risks.
- 9. Client's Successor**
- 9.1 If the Client is an individual, the Client's executor(s) or administrator(s) shall be the only persons recognised by CGS-CIMB as being the Client's successor(s) in the event of the Client's death or incapacity. Upon the Client's death, CGS-CIMB is entitled to retain any Securities or any sums standing in credit in the Account(s) until such time that the Client's successor(s) produces to CGS-CIMB evidence, to the satisfaction of CGS-CIMB, that the Malaysian courts have authorised the Client's successor(s) to deal with the Client's affairs and property.
- 10. Terms to Govern Once Any Facility is Used**
- 10.1 Regardless of whether the Client has executed the required documentation, the Client will be deemed to have agreed to these terms and conditions if the Client commences to trade through CGS-CIMB or to use any of the Transactional Services. For the avoidance of doubt, all transactions executed on the instructions of the Client or any Authorised Person, will be governed by these terms and conditions.
- 11. Proprietary Trading**
- 11.1 CGS-CIMB or its Affiliates may from time to time deal in Securities with or for the Client in circumstances where CGS-CIMB or its Affiliates has a direct or indirect interest or a relationship of any description with a third party that may involve or result in a Conflict of Interest with the Client.
- 11.2 Neither CGS-CIMB nor its Affiliates shall be liable to account to the Client for any profit, commission or other benefits made or received by it or for any loss, damage or expenses incurred by the Client in relation to such circumstances.
- 11.3 Where CGS-CIMB acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), CGS-CIMB will inform the Client that it acts as principal in the Transaction before the Transaction is effected.
- 11.4 Except as expressly stated in this Clause 11, neither CGS-CIMB nor its Affiliates is obliged to disclose any information connected with or relating to a Conflict of Interest situation to the Client at any time.
- 12. Acknowledgement of Risks**
- 12.1 The Client acknowledges that trading in Securities, and any other Investment Products and/or Services, is subject to investment and market risks, including the possible loss of the entire principal amount invested. The Client acknowledges and agrees that he understands and is fully aware of the risks involved in trading in Securities and other Investment Products and/or Services, and will not hold CGS-CIMB liable for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity, or failure to make a profit, suffered or incurred by the Client as a result of or in connection with such Transactions or investments.

12.2 In addition to Clause 12.1 above, and as set out in the risk disclosure statement to be signed by the Client before the provision of any Investment Products and/or Services by CGS-CIMB, the Client acknowledges that he understands the nature of the Investment Products and/or Services and the extent of his exposure to risk and has considered the appropriateness and suitability of trading and investing in light of his experience, objectives, and financial and other relevant circumstances.

13. Disclaimers relating to Information and Advice

13.1 Without prejudice to any other provision of these terms and conditions, the recommendation or advice the Client may receive from any of CGS-CIMB's duly authorised employees, representatives or officers may be general or specific and the Client understands and notes the different implications of each type of advice received.

13.2 In relation to any information relating to the Securities or any other Investment Products and/or Services provided by CGS-CIMB to the Client that is general and non-specific in nature (the "General Information"), the Client acknowledges and agrees that:

- (a) the General Information is meant for the Client's general knowledge only;
- (b) in providing the General Information, CGS-CIMB:
 - (1) has not taken into account the Client's investment objectives, financial situation and particular needs;
 - (2) does not make any recommendations to the Client in respect of any Securities, and any other Investment Products and/or Services;
- (c) it is the Client's responsibility to seek independent financial, legal or other professional advice with respect to any dealing in any Securities, or any other Investment Products and/or Services;
- (d) any dealings in Securities or other Investment Products and/or Services are solely and exclusively based on the Client's own judgement and after the Client's own independent evaluation into the merits and risks in relation to such dealings or investments;
- (e) the General Information although based upon information obtained from sources believed by CGS-CIMB to be reliable, are opinions only, and may be inaccurate, incomplete and unverified; and
- (f) CGS-CIMB makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of, or the Client's reliance upon, the General Information. In the circumstances, the Client acknowledges and agrees that CGS-CIMB is not responsible for and liable to the Client for any loss that he may suffer by reason of or arising out of or in connection with the provision of the General Information by CGS-CIMB to him.

13.3 The Client understands and acknowledges that any trading recommendations and market or other information communicated by CGS-CIMB to the Client are incidental to the provision of services by CGS-CIMB to the Client under these terms and conditions, and do not constitute an invitation or offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchange. Such recommendations and information although based upon information obtained from sources believed by CGS-CIMB to be reliable, may be incomplete, may not have been verified and may be changed without notice to the Client. No representation, warranty or guarantee is made by CGS-CIMB as to the accuracy or completeness of any market or other information or trading recommendations furnished to the Client or as to the tax consequences of the Client's transactions.

14. Fees and Charges

14.1 CGS-CIMB may in its absolute discretion charge a service fee for the maintenance of an Account and debit the same to such Account. CGS-CIMB may at any time set-off any monies and/or Securities in the Account against such service fee in accordance with these terms and conditions. In the event that there are no monies or Securities in such Account, CGS-CIMB may, notwithstanding anything in Clause 62, terminate such Account without giving notice to the Client.

14.2 The Client agrees to pay CGS-CIMB, in respect of the provision of the Transactional Services, such fees, commissions, brokerage charges and other charges at such rates as may be determined by CGS-CIMB from time to time, as well as all expenses incurred by CGS-CIMB or its agents with respect to the Transactional Services.

14.3 CGS-CIMB shall be entitled to convert any sum received by it (whether for credit into the Account or in payment of any sum due to CGS-CIMB) to the currency of the Account or (as the case may be) the currency in which payment is to be made, at a rate of exchange determined by CGS-CIMB. CGS-CIMB shall also be entitled to convert any amounts in the Account or otherwise standing to the Client's credit to any other currency for the purpose of carrying out his instructions or exercising CGS-CIMB's rights under these terms and conditions. The Client agrees that any exchange rate losses and costs of conversion shall be fully borne by him.

14.4 Any applicable taxes, stamp duty or levies imposed by law or required to be paid in respect of any monies payable to or received or receivable by CGS-CIMB or any expenses incurred by CGS-CIMB, shall, except to the extent prohibited by law, be borne and paid by the Client and CGS-CIMB shall be entitled to debit the Account for the amount of such taxes and levies.

14.5 The Client acknowledges that from time to time, CGS-CIMB may receive commissions, discounts, fees or otherwise in connection with or in relation to the issue of Securities to or for the Client or other dealings in respect of or relating to any Securities or Investment Products and/or Services for the Client. The Client agrees that CGS-CIMB may retain for the benefit of CGS-CIMB and without any obligation to account to the Client any commission, discounts, fees, or other monies which CGS-CIMB may receive from any providers of Investment Products and/or Services or other persons in connection with or in relation to the holdings, subscription, switching, transfer or redemption of Securities or Investment Products and/or Services or other transactions done or carried out by the Client with or through CGS-CIMB or any other dealings in respect of the Securities or Investment Products and/or Services.

14.6 The Client acknowledges and agrees that CGS-CIMB shall not pay any profit for the Client's money deposited in the trust account.

15. Payment/Receipt of Monies

15.1 All payments which the Client is liable to pay under these terms and conditions (or any agreement entered into pursuant to these terms and conditions) shall be made in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature and shall be made free and clear and without deduction for any present or future taxes. If any deduction or withholding is required for or on account of any taxes, the Client shall pay such additional amount as is necessary to ensure that CGS-CIMB receives the full amount which it would otherwise have received had no such deduction or withholding been required. The Client shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law. Where the Client makes payment by cheque, cashier's order, bank draft, in any other negotiable instrument or through Electronic Payment, the date of payment shall be the date when such instrument is cleared and full payment is finally received by CGS-CIMB.

15.2 Dealer's Representatives are not authorised to collect payment or to handle Securities on behalf of CGS-CIMB. The Client acknowledges that if the Client chooses to effect payment or to deposit Securities by delivering a cheque or Securities to his Dealer's Representative, such Dealer's Representative shall be deemed to be the Client's agent. Any payment or deposit of the Securities shall be deemed to be made only when CGS-CIMB receives the cheque or Securities from the Dealer's Representative and not when the cheque or Securities are delivered to the Dealer's Representative.

15.3 The Client agrees and irrevocably consents that in the event:

- (a) payments are made prior to the date for settlement of purchase contracts;
- (b) CGS-CIMB receives monies from, or on account of, the Client for the purchase of or holding of Securities, or the maintenance of any Account by the Client;
- (c) CGS-CIMB receives monies for the Account of the Client in respect of a sale of Securities;
- (d) CGS-CIMB receives monies from, or on account of, the Client for the purposes of managing the Client's funds via Trust Account; or
- (e) CGS-CIMB receives monies from, or on account of, the Client in the course of CGS-CIMB's business,

CGS-CIMB shall deposit such monies into the Trust Account. The Client agrees that CGS-CIMB may, for the purpose of depositing monies received on account of the Client which are denominated in a foreign currency in a Trust Account, maintain the Trust Account with a custodian outside Malaysia which is licensed, registered or authorised to conduct banking business in the country or territory where the account is maintained.

15.4 All Securities delivered or to be delivered to CGS-CIMB from time to time for custody must be in the required or regular form in board lots and/or odd lots (as the case may be) in good delivery order.

16. **Payment by CGS-CIMB**

16.1 Any payment by CGS-CIMB to the Client shall be net of any fees, commission, brokerage charges or expenses incurred in connection with the Transactional Services or any other sums which may be owed to CGS-CIMB and/or its Affiliates by the Client. Such payment shall be made by way of cheque or by Electronic Payment or in accordance with any instructions signed or made or purporting to be signed or made by the Client or any Authorised Person and will discharge CGS-CIMB from any liability to the Client or to any other party. Erroneous payments (as evidenced by the records of CGS-CIMB) made by CGS-CIMB to the Client will immediately constitute a debt owing to CGS-CIMB by the Client which must be immediately repaid to CGS-CIMB and which at the option of CGS-CIMB may also be recovered by way of set-off from future amounts held by CGS-CIMB for and on behalf of the Client or owing by CGS-CIMB to the Client.

17. **Foreign Exchange Risks**

17.1 All Transactions for or relating to any Account or any of the Transactional Services and any payments relating to or arising out of any of the Transactional Services, including but not limited to any fees, commission, brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in Ringgit Malaysia or, if CGS-CIMB agrees, in any other currency requested by the Client, but at a rate of exchange determined by CGS-CIMB. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any Transaction for the Account or any of the Transactional Services.

17.2 The Client further agrees and acknowledges that where the Client directs or instructs CGS-CIMB to carry out a contra trade or set-off in relation to any Securities denominated in a foreign currency (the "**Traded Currency**"), CGS-CIMB may in its absolute discretion effect such contra trade or set-off in either the Traded Currency or the Base Currency, and where such contra trade or set-off is effected in the Traded Currency, settle such contra trade or set-off with the Client in the Base Currency at a rate of exchange determined by CGS-CIMB.

18. **Agents**

18.1 CGS-CIMB is authorised to employ agents to perform all or any part of CGS-CIMB's duties hereunder and to provide information regarding the Account to such agents. At the Client's costs, CGS-CIMB may seek, and act on, an opinion or advice from any lawyer, accountant, consultant, information technology or services specialist, or other expert in respect of any obligations or performance of any duty or any other matter referred to in these terms and conditions and shall not incur any liability to the Client by acting upon such opinion or advice.

19. **Dealer's Representatives**

19.1 Unless otherwise notified to the Client in writing by CGS-CIMB, the Client acknowledges and agrees that, in respect of the Transactional Services, the Dealer's Representative shall be deemed to be the Client's agent whether or not such Dealer's Representative is deemed to be engaged or employed by the Client in law.

19.2 The Client acknowledges and agrees that there could be cases where a Dealer's Representative may be required to undertake the provision of services to the Client outside the premises of CGS-CIMB. CGS-CIMB will use all reasonable commercial efforts to inform the Client of these cases.

Part C : Trading in Securities

20. **Instructions and Orders**

20.1 CGS-CIMB shall be entitled to buy and sell Securities for or deal with monies in the Account or perform any other transaction or order relating to the Account upon the verbal or written instructions (including via e-mail), of the Client or any Authorised Person, but CGS-CIMB 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. In the case where CGS-CIMB does so give effect to any instruction or order, CGS-CIMB reserves the right to unilaterally cancel any transaction or recall any order prior to it being executed without providing or assigning any reason therefor.

20.2 Unless the Client specifically requests and such request is accepted by CGS-CIMB, any orders relating to Securities given by the Client are good only for the Market Day of the Exchange in which such order is given and shall thereafter lapse at the end of such Market Day.

20.3 The Client shall be solely responsible and liable for the actions or instructions of any Authorised Person(s). CGS-CIMB shall not be concerned as to whether an Authorised Person has been given the proper authority by the Client to act on its behalf. For the avoidance of doubt, CGS-CIMB shall not be obliged to verify with the Client or any other person the instructions given by the Authorised Person(s) purportedly on behalf of the Client.

20.4 The Client acknowledges and accepts 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. In such circumstances, the Client agrees to release CGS-CIMB from any liability arising therefrom.

20.5 While CGS-CIMB shall make reasonable efforts to ensure that the product information, pricing and rates on the Website are accurate, correct and current, there may be instances where inaccurate, incorrect or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is inaccurate, incorrect or incomplete, CGS-CIMB shall have the right at its sole and absolute discretion, to refuse, avoid, nullify and/or cancel any orders placed or Transactions effected in the Account and any consequential transaction effected due to or arising from the inaccurate, incorrect or incomplete information. CGS-CIMB expressly disclaims liability for any losses incurred due to such errors, inaccuracy, misstatements or omissions.

21. **Counterparty Risks**

21.1 In the event of any non-open market transactions, the Client should ensure that he is aware of the identity of the contractual counterparty the Client is or may be matched with. Often, the Client will be purchasing an unsecured obligation of such counterparty and he should evaluate the comparative credit risk of such a purchase. If CGS-CIMB is the counterparty, the Client must note that CGS-CIMB deals with the Client at arm's length as his counterparty in relation to the said purchase. In such a case, unless CGS-CIMB agrees in writing or unless otherwise required by law, CGS-CIMB is not the Client's fiduciary, nor is it willing to accept any fiduciary obligations to the Client. Any dealing, trading or engagement or transaction with CGS-CIMB by the Client could result in a loss to the Client and a gain to CGS-CIMB. CGS-CIMB does not and will not give the Client any advice whether written or oral other than any representations expressly set forth in any relevant agreement and any confirmation which may be signed or executed by the Client after negotiations with CGS-CIMB as the counterparty. The Client's net returns from a transaction would also be affected by the transaction costs (which include, but which are not limited to, commission, fees and other charges) charged by CGS-CIMB. The Client should consider these costs in any risk assessment made by the Client. The Client should be aware that CGS-CIMB is engaged in customer-driven and proprietary activities in many markets. These general activities, as well as CGS-CIMB's hedging activities which are related to certain transactions entered into with the Client, may adversely affect the value of such transactions.

22. **Margin Financing through Other Financial Institutions**

22.1 In the event that the Client concurrently maintains a share margin account through a financial institution (other than CGS-CIMB) the Client authorizes CGS-CIMB to transfer any Transactions effected in that account to the Account should such financial institution so request. The Client agrees that the Client will remain liable for any contracts, Transactions and/or Transactional Services carried out or performed even if the same are not accepted by such financial institution (other than CGS-CIMB). Further, the Client shall always ensure that he has the requisite Securities in that other account maintained through a financial institution (other than CGS-CIMB) prior

to giving any orders to CGS-CIMB to sell or dispose of the same failing which he will be liable to make good the shortfall or losses suffered as a result of there being insufficient Securities.

22.2 In the event that the Client obtains financing from a bank or other institution (other than CGS-CIMB) on an ad hoc basis, the Client authorises CGS-CIMB to deliver Securities to such financing bank or institution as the Client's Dealer's Representative may from time to time instruct. The Client indemnifies CGS-CIMB and undertakes to hold CGS-CIMB harmless from any and all losses, damages, liabilities, costs or expenses that may be suffered or incurred by CGS-CIMB as a result of acting in accordance with such instructions.

23. Delinquent/Disputed Account

23.1 CGS-CIMB may, in its sole and absolute discretion, report delinquent and disputed accounts to the relevant regulatory body or authority (including but not limited to Bursa Securities, BNM and Securities Commission) from time to time. The Client further consents to the reporting of the pertinent particulars relating to his Account, including, but not limited to, his name, address and NRIC/Passport number, claim amount and other appropriate information, in the event that his Account is classified by CGS-CIMB at its sole discretion as delinquent or disputed.

24. Suspension of Account and other Restrictions

24.1 The Client acknowledges that CGS-CIMB may impose any restrictions on, including but not limited to suspension of, dealing in any Securities in respect of the Account which CGS-CIMB or any of its authorised representatives considers appropriate for any purpose.

24.2 The trading of Securities in the Account is at all times at the discretion of CGS-CIMB and is subject to the Client's compliance with these terms and conditions. CGS-CIMB may at its discretion vary any trading limit applicable to the Account, or suspend or close the Account, and will not be obliged to give any notice to the Client or provide any reason for such variation, suspension or termination (including but not limited to any suspension or termination due to non-payment of any Secured Indebtedness, or the Account being dormant). CGS-CIMB will further have the right at any time to refuse to act on the Client's behalf, to refrain from executing any order of the Client, or to limit any purchases or sales instructed by the Client without having to provide any reason for such refusal to act.

25. General Right to Force Sell and Buy-In

25.1 The Client understands that if he does not pay for any Securities which he purchases by the due date of the purchase contracts, CGS-CIMB shall have the right to force sell any or all of these Securities at any time after such due date and at such time as it may in its absolute discretion decide. CGS-CIMB may (without prejudice to its rights under these terms and conditions), but need not, exercise this right on any day after the day on which the right to force sell first arose.

25.2 Any waiver of or delay in exercising the right to force sell any Securities by CGS-CIMB pursuant to Clause 25.1 shall not be regarded by the Client as an entitlement or right of the Client to the same at any time and shall be without prejudice to all other rights, powers and remedies available to CGS-CIMB.

25.3 The Client agrees that no short selling (this being the sale of Securities which are not beneficially owned by the Client on the date the sale order is made) shall be effected in relation to any Securities traded on an Exchange (except as permitted under, and effected in accordance with, the prevailing rules of the relevant Exchange). Without prejudice to the other rights and remedies available to CGS-CIMB, the Client agrees that in the case where there is a breach of this provision, CGS-CIMB may effect a buy-in of relevant Securities without any notice or reference to the Client.

Part D : Nominee Services

26. Appointment of CGS-CIMB as Nominee

26.1 Any Securities deposited by the Client with CGS-CIMB or purchased by CGS-CIMB on behalf of the Client, and held by CGS-CIMB for safe-keeping or otherwise may, at CGS-CIMB's absolute discretion, be registered by CGS-CIMB in the Client's name, in CGS-CIMB's name or in the name of CGS-CIMB's agent, sub-custodian or nominee.

26.2 The Client acknowledges that if the Securities are registered in CGS-CIMB's name or the name of CGS-CIMB's agent, sub-custodian or nominee, the Securities will be held by CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee in accordance with Part D of these terms and conditions.

27. Sub-Custodians and Agents

27.1 Client agrees that CGS-CIMB is authorised at all times:

- (a) at the cost and expense of the Client, where the Securities are held in Malaysia, to maintain the Securities in a nominee account in accordance with Rules of Bursa Depository;
- (b) where the Securities are to be held outside Malaysia or denominated in foreign currency, to maintain the Securities with a sub agent or a custody account held with a custodian outside Malaysia which is licensed, registered or authorized to act as a custodian in the country or territory where the Securities are registered, traded or listed;
- (c) to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians referred to in this Clause 27 on such terms and conditions as may be imposed by any applicable laws, including the CMSA, and by such persons which CGS-CIMB may deem fit, for any of the Securities;
- (d) to permit such persons to sub-delegate and to register such Securities in the name of any of their nominees upon such terms and conditions as CGS-CIMB may in its absolute discretion stipulate;
- (e) to delegate to any other person, whether affiliated to CGS-CIMB or otherwise, and whether in or outside Malaysia, for any period whatsoever, the performance of the Transactional Services as well as the exercise of CGS-CIMB's powers set out in these terms and conditions; and
- (f) notwithstanding Part J of the Account Application Form, to credit proceeds arising from corporate actions to Client's Trust Account.

28. No Obligations

28.1 CGS-CIMB shall not be required at any time to register any Securities, whether such Securities are held electronically or otherwise, in its own name or in the names of its nominees. If CGS-CIMB decides, in its absolute discretion, to register the Securities in its own name or in the names of its nominees, the Client agrees to sign and execute all necessary instruments of transfer and documents and pay all applicable fees and charges in connection with such registration of the Securities.

28.2 CGS-CIMB and CGS-CIMB's agent, sub-custodian or nominee shall be under no responsibility to forward to the Client any notices, proxies or other documents or communications in respect of the Securities. Notwithstanding this, if CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee shall determine that any action is required in respect of such Securities and the Client and/or the Authorised Persons cannot be contacted or fail to give punctual or adequate instructions for such action, the Client hereby authorises CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee to act on the Client's behalf as they shall in their absolute discretion think fit (but nothing in this Clause shall impose on CGS-CIMB any obligation to do so), including without limitation, to exercise any voting rights or such other rights in respect of Securities of which the Client is the beneficial owner but which are registered in the name of CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee, and CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for any such action as CGS-CIMB or CGS-CIMB's agent, sub-custodian or nominee may take. The Client further undertakes to indemnify CGS-CIMB and CGS-CIMB's agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by CGS-CIMB and/or CGS-CIMB's agent, sub-custodian or nominee in respect of any such action taken.

28.3 The Client acknowledges and consents to the fact that any Securities belonging to him held by CGS-CIMB, its agent, sub-custodian or nominee for any reason whatsoever may be held with other Securities held for CGS-CIMB, itself or other clients of CGS-CIMB on an aggregate or omnibus basis. If this occurs, CGS-CIMB

shall maintain records of the Client's interest in the Securities that have been commingled but such Securities may not be identifiable by separate certificates, or other physical documents or equivalent records. This may in some instances result in prejudice to the Client and the Client accepts and consents to this. The Client shall not have any right to specific Securities held by CGS-CIMB on such aggregate or omnibus basis, its agent, sub-custodian or nominee, but will be entitled, subject to these terms and conditions, to delivery by CGS-CIMB of Securities of the same class, denomination and nominal amount, and which rank *pari passu* with those originally delivered to CGS-CIMB, its agent, sub-custodian or nominee, subject always to any capital reorganisation or share exchange which may have occurred.

28.4 CGS-CIMB will only perform such duties as are set out in Part D of these terms and conditions and nothing in these terms and conditions shall have the effect of constituting any relationship of trustee and beneficiary between CGS-CIMB and the Client or of any further relationship other than as is expressly provided for herein.

29. Powers of CGS-CIMB

29.1 The Client hereby authorises CGS-CIMB to act on the Client's behalf:

- (a) to request payment of and to receive, apply or exercise (whether in whole or in part) the dividends, rights, bonuses, warrants and other payments or distributions that the Client is entitled to under any applicable corporate exercise or the rules, bye-laws or regulations of the relevant Exchange, in respect of any of the Securities held by CGS-CIMB on the Client's behalf; and
- (b) to surrender any of the Securities against receipt of monies payable at maturity or on redemption if called prior to maturity on condition that the Client requests CGS-CIMB in writing to do so and executes such forms as may be required by the relevant issuer.

30. Rights, Warrants and Other Entitlements

30.1 In so far as Securities are registered in the name of or held on behalf of the Client to the control or direction of CGS-CIMB, CGS-CIMB will use its reasonable endeavours upon its actual receipt of notice of any right to subscribe for shares, warrants, sukuk, or other Securities accruing, offered or accruing to the benefit of the Securities which have been purchased or held on behalf of the Client, (collectively "Accrued Rights") to notify the Client of the same in accordance with these terms and conditions.

30.2 If the Client wishes to exercise all or part of such Accrued Rights or to apply and subscribe for excess rights, he shall give such instructions to that effect to CGS-CIMB and where necessary make the necessary payments in reasonably sufficient time for CGS-CIMB to exercise or procure the execution of such instructions. CGS-CIMB shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and CGS-CIMB shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if CGS-CIMB does not receive any notification of the Accrued Rights for any reason whatsoever or if no instruction from the Client (accompanied by payment where applicable) with respect to any Accrued Rights is received within the stipulated time, CGS-CIMB shall not be liable for any non-exercise of all or any part of the Accrued Rights.

30.3 The Client agrees and acknowledges that rights generally available or accruing to the holder of any Securities may, under certain Malaysian Rules or Foreign Rules, not be available to or accrue to the benefit of or be offered to the Client and the Client agrees that in such circumstances, CGS-CIMB shall not be responsible to inform the Client or inquire into, investigate, take any action or make any demands in relation to such rights, and the Client shall have no recourse against CGS-CIMB for any claims arising out of or in connection with or in relation to such rights.

31. Proxy

31.1 CGS-CIMB 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 CGS-CIMB or to send any proxy or other documents to the Client.

31.2 In addition, CGS-CIMB shall have no duty or responsibility to attend any meetings or to exercise any vote on behalf of the Client pursuant to its holding of the Securities except in accordance with any prior written instructions from the Client and upon such terms and conditions and indemnities and provisions for fees, charges, and expenses as CGS-CIMB may require.

Part E : Securitised Trading Account and Memorandum of Deposit

32. Securitised Trading Account

32.1 The Client agrees with CGS-CIMB as follows:

- (a) Collateral must be deposited with CGS-CIMB and must be of a type and amount acceptable to CGS-CIMB. The trading limit will depend on the amount of the Collateral deposited, and CGS-CIMB may at any time impose a maximum limit for trading;
- (b) CGS-CIMB may cap or discount the value of Securities provided as Collateral for the purpose of determining the trading limit;
- (c) the Client must deposit (at the Client's cost and expense) additional Collateral immediately upon CGS-CIMB's request, together with all documents required by CGS-CIMB (e.g. duly completed and valid transfer forms, etc.);
- (d) CGS-CIMB may suspend or terminate the securitised Trading Account at any time, and uplift any suspension at any time, at CGS-CIMB's sole and absolute discretion; and
- (e) where any amount outstanding or owing is not settled promptly when due (whether demanded or not), CIMB-CGS may realize Collateral to settle the amount outstanding or owing. CGS-CIMB will realize the Collateral in such order and priority as it may determine, and to the extent deemed necessary by CGS-CIMB, in its discretion.

33. Memorandum of Deposit (Applicable to securitised Trading Account only)

33.1 In consideration of CGS-CIMB granting and/or continuing to grant or make available to the Client facilities for the trading of Securities on the Exchange, the Client agrees as follows:-

- (a) the Client hereby pledges, mortgages, or charges (as appropriate) to CGS-CIMB or in CGS-CIMB's favour all the Securities held from time to time in the Client's Account which have been fully paid for, in the Client's CDS Account and/or any nominee/custody account of which the Client is the beneficiary (the "MOD Securities");
- (b) the Client confirms that the Client is the legal and beneficial owner of the MOD Securities and that the Client is entitled to pledge, mortgage or charge (as appropriate) the MOD Securities in favour of CGS-CIMB;
- (c) the security interests over the MOD Securities will be a continuing security to CGS-CIMB for the Secured Indebtedness;
- (d) in the event any amount in connection with the securitised Trading Account remains outstanding for more than ten (10) days (the "Outstanding Amount") and where written notice of the Outstanding Amount has been given to the Client, CGS-CIMB may at its sole discretion and at any time thereafter, without giving the Client any further notice, sell the MOD Securities to settle the Outstanding Amount and any sale proceeds in excess of the Outstanding Amount will be credited to the Account;
- (e) the MOD Securities may be:-
 - (i) registered by CGS-CIMB in its name or in the name of its nominees;
 - (ii) held in scripless form in CDS Accounts in the Client's name or CGS-CIMB's name; or

- (iii) held in CGS-CIMB's nominees' pledged account with the Client as the sole beneficiary;
- (f) the Client will keep CGS-CIMB or its nominees indemnified against:-
 - (i) all claims, demands, liabilities, costs and expenses for which CGS-CIMB or CGS-CIMB's nominees may be liable; and
 - (ii) all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against CGS-CIMB or its nominees,
 which may be incurred, or which may arise directly or indirectly by reason of the registration of the MOD Securities in the name of CGS-CIMB or the appointment of CGS-CIMB's nominees as the Client's nominee or by any act or omission in relation thereto;
- (g) neither CGS-CIMB nor its nominees will be answerable or responsible for the loss of or damage to or diminution in value of any of the MOD Securities, however arising, while the same are in the custody, possession or control of CGS-CIMB or its nominees;
- (h) while the MOD Securities are in the custody, possession or control of CGS-CIMB or its nominees, CGS-CIMB or its nominees will use all reasonable efforts to ensure that any rights issue, bonus or dividends ("**Corporate Actions**") declared in respect of the MOD Securities, are subscribed to, or received or collected by CGS-CIMB or its nominees subject to the instructions of the Client. All costs, charges and/or expenses incurred by CGS-CIMB in respect of the Corporate Actions will be debited from the Client's Trading Account;
- (i) the Client will, immediately upon CGS-CIMB's request and at his own cost and expense, deliver to CGS-CIMB duly executed forms or other valid documents of transfer in respect of any or all of said Securities and/or deposit further Securities as may be required by CGS-CIMB;
- (j) the Client hereby acknowledges that CGS-CIMB will not be liable for any loss or damage incurred or suffered in relation to the deposited MOD Securities or the documents evidencing title or ownership of the deposited MOD Securities (where applicable) under any Account, unless such loss or damage is due to CGS-CIMB's gross negligence or willful default. In respect of such loss or damage due to gross negligence or willful default, CGS-CIMB will only be liable for the incidental replacement costs which are limited to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only, and CGS-CIMB is not obliged to repurchase the securities for the Client on the Bursa Securities or any other stock exchanges. The replacement documents evidencing title or ownership of the MOD Securities will be returned to the Client upon CGS-CIMB receiving of the same from the share registrar;
- (k) the Client hereby authorises CGS-CIMB, in the event of the sale of the MOD Securities, to deliver the same to the purchaser or the legal representative and to credit the proceeds of sales to the Client's Account with CGS-CIMB to settle any part of the Secured Indebtedness;
- (l) the MOD Securities and any cash deposited by the Client with CGS-CIMB will at all times remain the Client's assets and property and will not cease to be the Client's assets and property by reason of the liquidation, receivership, judicial management, winding up of CGS-CIMB or any other proceedings related to the insolvency of CGS-CIMB; and
- (m) every notice, demand, certificate or other communication given or made by CGS-CIMB to the Client will be deemed to be given and received if sent to the Client at the address or facsimile number provided by the Client or such other address or facsimile number as may from time to time be notified to CGS-CIMB by the Client in writing and CGS-CIMB will not be responsible if any notice, demand, certificate or other communication is not received by the Client.

Part F : Day Trade Facility

- 34. The Client agrees and accepts that specific terms and conditions (including but not limited to brokerage rates) that are applicable to any Day Trade Facility granted to the Client involving trading of a particular Securities where:-
 - (a) the outstanding purchase positions are settled against sale positions for the same Securities; and
 - (b) the purchase and sale transactions are transacted on the same date and effected via phone or i*Trade@CIMB internet orders or any other mode, are as stipulated in the Rules of Bursa Securities, which Rules may be varied or amended from time to time. The Client acknowledges and confirms that the Client has read and fully understood such Rules and their application to trading under a Day Trade Facility.

Part G : Islamic Broking Services

- 35. The Client confirms, acknowledges, authorizes and agrees with CGS-CIMB as follows:
 - (a) the Client acknowledges that the Islamic Broking Services is conducted in accordance with Shariah principles on a "window" basis and that CGS-CIMB will only deal for the Client in Shariah compliant securities approved by the Shariah Advisory Council of the Securities Commission. CGS-CIMB shall not be obliged to place any surplus funds in a trust account in the absence of the Client's specific written instructions;
 - (b) the Client agrees and undertakes to pay CGS-CIMB promptly costs and all charges including Late Payment Charges on any outstanding amount payable to CGS-CIMB at the rate as provided under Schedule 1 or in the manner prescribed by the Shariah Advisory Council of the Securities Commission of Malaysia or any other relevant authority. The Client shall pay all legal fees incurred by CGS-CIMB on a solicitor and client basis in the enforcement of any of our obligations and liabilities.

Part H : Multi-Currency Trust Account

- 36. **Multi-Currency Trust Account**
- 36.1 CGS-CIMB may from time to time, at the request of the Client, open and maintain a Multi-Currency Trust Account and deposit and retain all proceeds of sale of Securities, including but not limited to contra gains and proceeds received on any over-the-counter instruments.
- 36.2 The Client may from time to time make further deposits into the Multi-Currency Trust Account.
- 36.3 The Client irrevocably authorises CGS-CIMB to utilize monies in the Multi-Currency Trust Account in its discretion towards satisfaction of the Secured Indebtedness or any part thereof, including but not limited to the following, as and when they may fall due:
 - (a) purchases of Securities, applications for rights issues, payments of the exercise price for the conversion of warrants, options, or subscriptions for initial public offers, private placements, and over-the-counter instruments;
 - (b) any charges, brokerage fees, clearing fees, registration fees, conversion fees, transfer fees, custody/nominee fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any Account;
 - (c) Late Payment Charges incurred on overdue purchases and/or trading losses;
 - (d) any bank charges; and
 - (e) any trading losses incurred by the Client.
- 36.4 The Client further irrevocably authorises CGS-CIMB to apply monies in the Multi-Currency Trust Account towards the recovery of payments made to the Client in error (as evidenced by the records of CGS-CIMB).

- 36.5 CGS-CIMB may, where the Secured Indebtedness and the monies in the Multi-Currency Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as CGS-CIMB may determine in its absolute discretion [having regard to the then prevailing foreign exchange rates between such currencies].
- 36.6 The Client shall give CGS-CIMB at least two (2) Market Days' prior notice with respect to any proposed withdrawal from the Multi-Currency Trust Account.

Part I : Transactions on Foreign Exchanges

37. Use of Foreign Agents

- 37.1 The Client acknowledges and agrees that in Transactions involving Foreign Securities (the "**Foreign Transactions**"):
- (a) CGS-CIMB may employ the services of agents (the "**Foreign Agents**") in order to effect such Foreign Transactions; and
 - (b) these Foreign Transactions will be subject to terms and conditions that are imposed by the Foreign Agents.

38. Undertaking on Costs

- 38.1 The Client undertakes to pay CGS-CIMB promptly any fees or other charges imposed by any other stock exchanges or clearing organizations; any taxes imposed by any competent authority on any accounts opened or transaction effected for the Client; and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to CGS-CIMB's gross negligence or willful misconduct.

39. Foreign Rules to Prevail

- 39.1 All Foreign Transactions are subject to the Foreign Rules.
- 39.2 In the event of any conflict between these terms and conditions and the Foreign Rules, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- 39.3 CGS-CIMB and the Foreign Agent are entitled, and are hereby authorised by the Client, to take any action or refrain from taking any action (including the disclosure of any information relating to the Client or the Foreign Transactions) which CGS-CIMB or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither CGS-CIMB nor the Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this Clause.

Part J : Electronic Communications

40. Authority, Authenticity and Security

- 40.1 The Client acknowledges and agrees that the Client accepts full responsibility for the security and authenticity of all communications sent via the Electronic Communications to CGS-CIMB or its Affiliates and the Client agrees to be bound by all such communications. CGS-CIMB shall be entitled to assume that all instructions or communications received and which bear the Client's user identification are those of the Client and CGS-CIMB shall be under no obligation whatsoever to verify that such instructions or communications are in fact those of the Client.

41. Use of Electronic Communications

- 41.1 The Client understands and accepts that:
- (a) CGS-CIMB is not responsible for order-routing and CGS-CIMB cannot execute any order that it has not received;
 - (b) orders transmitted via the Electronic Communications may not be executed immediately or according to time priority;
 - (c) in the case of market orders the Client will receive the price at which the Client's order is executed on the Exchange, which may be substantially different from the price at which the Securities are traded when the Client's order is placed; and
 - (d) an order can be cancelled (i) if the Client's request to cancel the order is received before the order is executed, or (ii) at the discretion of CGS-CIMB.
- 41.2 In the event that either party suspects that the other is not receiving the correct communication via the Electronic Communications, that party shall communicate with the other using telephone, facsimile, telegraphic or such other devices as may be necessary to ensure that the other party receives the first party's communication.

42. Risks Relating to Electronic Communications

- 42.1 The Client confirms that neither CGS-CIMB nor its Affiliates make any representations or warranties whatsoever concerning the Electronic Communications and that all terms, representations, warranties and conditions relating to the same are hereby excluded to the fullest extent permitted by law. The Client agrees that the Client will use the Electronic Communications at his own risk and will satisfy himself as to whether the Electronic Communications meet his requirements.

43. Withdrawal of Electronic Communications

- 43.1 CGS-CIMB reserves the right to alter the mode of receipt of or to cease to accept the Client's instructions given via the Electronic Communications upon giving seven (7) days' notice of its intention to do so.

Part K : Online Services

44. Provision of Online Services

- 44.1 Subject to the provisions of Part J of these terms and conditions, CGS-CIMB will, at the Client's request, make the Online Services available to the Client. These Online Services are subject to these terms and conditions relating to their use.
- 44.2 CGS-CIMB may, in its sole and absolute discretion, determine and vary the frequency, manner of use or availability of the Online Services from time to time. CGS-CIMB may also make changes to the Website(s) and the contents thereof from time to time. CGS-CIMB shall only use reasonable endeavours to provide the Online Services. Any transmissions made by either the Client to CGS-CIMB or CGS-CIMB to the Client using the Online Services shall be on a "reasonable endeavours" basis and consequently, CGS-CIMB shall be under no obligation to give effect to any such transmission and may refuse to carry out such transmission without giving a reason for such refusal.
- 44.3 The Client shall be responsible for acquiring and maintaining any and all equipment necessary for utilising the Online Services. CGS-CIMB may from time to time stipulate the minimum specifications for the equipment necessary to access the Online Services but accepts no responsibility for the Client's inability to access the Online Services by reason of any deficiency in the Client's equipment.
- 44.4 The Client acknowledges that the Client's use of some Links (as defined below) may be governed by additional terms and conditions. In the event the Client chooses to visit or view any other website established through these Links, those additional terms and conditions:
- (1) will apply to the Client's use of such Links in addition to these terms and conditions; and

(2) will prevail over these terms and condition to the extent of any inconsistency but only to the extent of those other websites.

44.5 The Client further agrees that:

- (i) CGS-CIMB may (in its sole discretion) only establish a Link for the Client to access into the Third Party Content (as defined below), which shall be on another website;
- (ii) CGS-CIMB shall at no time be obliged to edit or manage (except to provide the Link) the Third Party Content nor verify the accuracy thereof;
- (iii) CGS-CIMB shall be entitled to exclude any liability in respect of the Third Party Content by the automatic appearance of an express disclaimer to that effect on the Website; and
- (iv) CGS-CIMB shall not be responsible for the Client's inability to access the Online Services due to the Client's use of any software, hardware, system or network that has not been approved by CGS-CIMB, or which might otherwise be incompatible with the CGS-CIMB systems or the Online Services.

44.6 In this Clause 44:

- (i) "**Link**" 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.
- (ii) "**Visitors**" means any visitor, user, subscriber or viewer of the i*Trade@CGS-CIMB Portal.
- (iii) "**Third Party Content**" means any other information or content provided by any party other than CGS-CIMB on i*Trade@CGS-CIMB.

44.7 In order to utilise the Online Services, it may be necessary for CGS-CIMB to supply software to enable the Client to utilise the Online Services. If such software is supplied, the Client acknowledges that it only has a non-exclusive and non-transferable licence to use such software and CGS-CIMB may impose such further terms and conditions on the use of such software that it in its sole and absolute discretion deems fit. Upon termination of the Client's use of the Online Services, any software so licensed to Client shall be returned to CGS-CIMB and all copies and documentation in respect thereof in the Client's possession or control shall be returned to CGS-CIMB or destroyed.

45. **Deposit and Charges**

45.1 The Client may be required to place a deposit with CGS-CIMB before the Client can begin utilising the Online Services. CGS-CIMB may set-off such deposit against any Secured Indebtedness and shall return the balance of such deposit, if any, free of interest upon the termination of the Online Services.

45.2 The Client agrees to pay for all fees and charges associated with the use of the Online Services, including, without limitation, those of any third party service providers whose services are accessed through the Online Services.

46. **Password and Security**

46.1 The Client agrees that he accepts full responsibility for the secrecy and confidentiality of the user identification code and password (collectively, the "**Security Information**") issued or to be issued to him by CGS-CIMB or selected by him for the purposes of gaining access to the Online Services. The Client undertakes to safeguard the Security Information.

46.2 CGS-CIMB may assume that any person using a Website with the user name and password of the Client is either the Client or is authorised to act for the Client. CGS-CIMB reserves the right to deactivate or revoke the Client's access to and use of the Online Services if CGS-CIMB 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 this regard, the Client agrees that CGS-CIMB shall not be liable for any losses, costs and expense incurred by the Client as a result of any unauthorised use of Security Information or any loss arising from the deactivation or revocation of the Client's access to and use of the Online Services. In the event the Client suspects or has reason to believe there has been an unauthorised use of the Client's user name and password, the Client must immediately notify CGS-CIMB in writing or by electronic means.

47. **No Representation**

47.1 The Client acknowledges that the Online Services are made available to the Client by CGS-CIMB on an "as is" and "as available" basis without any representations, warranties, conditions or undertakings of any kind, whether expressed or implied, and confirms that CGS-CIMB has not given any such representations, warranties, conditions or undertakings in respect of any part of the Online Services or the reliability or quality thereof.

48. **No Offer or Solicitation**

48.1 The content of the Website(s) does not constitute nor should it be considered to be an offer to sell or a solicitation to buy Securities or any other instruments or products from CGS-CIMB or its Affiliates. It shall be the Client's responsibility to ensure that he does not contravene any Malaysian Rules and/or Foreign Rules before using the Online Services or dealing in any product referred to on the Website(s). The Client shall be deemed to have represented and warranted that he has complied with all applicable Malaysian Rules and Foreign Rules when he continues to access the Website(s).

49. **Provision and Publication of Information**

49.1 The Client agrees that CGS-CIMB does not guarantee nor warrant the accuracy, completeness, timeliness of any information provided by CGS-CIMB through the Online Services and that such information is for the Client's personal use only and that the Client will not make copies, retransmit, redistribute or republish or resell such information in any form. Without prejudice to the above, any information obtained from the Online Services that purports to provide up to-date information (including but not limited to foreign exchange rates or other quotations or rates) are indicative rates only and may differ from actual prevailing quotations or rates.

49.2 The Client agrees that he cannot delete copyright or other intellectual property rights notices from printouts of electronically accessed information.

49.3 CGS-CIMB gives no warranty or guarantee on the authenticity, identity, competence or otherwise of any third party who created, displayed, supplied or transmitted information on or through CGS-CIMB and/or the Website(s).

50. **Disruption, Suspension and Termination of Services**

50.1 The Client agrees that CGS-CIMB has the sole and absolute discretion to restrict, suspend or terminate the Client's access to any part of the Online Services without giving reason and/or prior notice to the Client.

50.2 The Client also agrees that use of Online Services may be delayed or affected by:

- (a) the failure or interruption of any telephone network, computer network or other system that is necessary for the use of the Online Services;
- (b) system maintenance or system upgrades; and
- (c) any other event or circumstance beyond the control of CGS-CIMB, including but not limited to that referred to in Clause 54.

50.3 The Client must give CGS-CIMB seven (7) Market Days' notice in writing to terminate the Online Services. Such notice to terminate the Online Services shall be deemed to be received by CGS-CIMB only upon actual receipt thereof by CGS-CIMB and the termination thereunder shall take effect only upon the expiry of the notice given thereunder and shall not release the Client and/or CGS-CIMB from fulfilling obligations incurred prior to the notice of termination becoming effective and these obligations shall continue to be governed by these terms and conditions until the receipt of the notice of termination, the expiry of the notice period for termination, or until the full and effective performance or conclusion of such obligations, whichever is the later.

51. Confidentiality and Intellectual Property

51.1 The Client agrees with and covenants to CGS-CIMB that the Client shall not:

- (a) modify, reproduce or create in any manner any derivative works of the content in, under or to the Website for use, transmission, distribution or display on the Website or any other websites without CGS-CIMB's prior written consent;
- (b) retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information contained in, on or under the Website in any manner whatsoever without CGS-CIMB's prior written consent; or
- (c) use the information contained on the Website for any illegal purposes or in such a manner as to encourage illegal activities.

51.2 The Client:

- (a) agrees to keep all information relating to the Services extended to the Client herein (including any reports sent to the Client by CGS-CIMB) secure and confidential and not allow any person to have access to them other than CGS-CIMB's authorised personnel who require such access to operate the Services extended to the Client pursuant to these terms and conditions;
- (b) acknowledges that CGS-CIMB is the owner of all copyrights, designs, logos, trade names, trademarks, service marks and all other intellectual property (collectively "**Intellectual Property**") in relation to the Services, the Website and the content contained in the Website which shall at all times remain vested in CGS-CIMB;
- (c) confirms that the Client does not own any of the Intellectual Property and that nothing in these terms and conditions nor through the usage of the Services shall confer any right, title or interest to the Intellectual Property in the Client's favour; and
- (d) agrees that the Client will not tamper with nor do anything that will infringe CGS-CIMB's rights to the Intellectual Property and shall safeguard and protect the Intellectual Property at all times.

Part L : Electronic Payment

52. Electronic Payment

52.1 The Client may from time to time effect payment for Transactions or any sum that may be due and owing to CGS-CIMB through an Electronic Payment. In order for the Client to utilise the Electronic Payment for Shares Service, the Client shall execute such forms and/or documents as CGS-CIMB may require from time to time.

52.2 CGS-CIMB shall in its discretion be entitled from time to time to pay the Sales Proceeds effected through the Trading Account to the Client's Designated Bank Account via electronic payment or telegraphic transfer. CGS-CIMB may, at its option, elect to pay the Sales Proceeds to the Client by cheque and such election shall be binding on the Client. No payments will be made by CGS-CIMB to the Designated Bank Account through the Electronic Payment for Shares Service on Saturdays or half business days of the Licensed Financial Institution or CGS-CIMB.

52.3 CGS-CIMB shall in its discretion be entitled at any time to:

- (a) treat any payments made by the Client from time to time through the Electronic Payment as being paid on a Market Day following the date of such payment; or
- (b) apply the amounts received through the Electronic Payment in payment of any amounts owing under any Transactions or in respect of any other amounts that may be due and owing by the Client to CGS-CIMB before applying such payment or any part thereof in respect of the Transactions.

52.4 CGS-CIMB is not responsible for any errors, inaccuracies or omissions in the information that may be displayed or transmitted by the Licensed Financial Institution to the Client for the purpose of utilising the Electronic Payment for Shares Service including but not limited to details of the Transactions. Such errors, inaccuracies or omissions shall not prejudice or affect in any way the Client's obligation to pay the Secured Indebtedness or any part of the same.

52.5 An instruction given by the Client to the Licensed Financial Institution to debit the Client's bank account and/or to transfer any amount from the Client's Designated Bank Account to CGS-CIMB shall not constitute payment to CGS-CIMB until such time as CGS-CIMB has received payment of such amount in full.

Part M : Miscellaneous Provisions

53. Force Majeure

53.1 CGS-CIMB shall not be held liable to the Client for or be liable to the Client for any claims, costs, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond CGS-CIMB's control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, malicious code, cyberattacks, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing house, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of CGS-CIMB's support or solutions partners or any other disturbances, war, terrorist attacks or events, hostility, riot (insurgency or otherwise), civil commotion, requisition by any government or any regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God such as fire, flood, frost, storm, explosion, tsunami, earthquake, typhoon, tornado or landslide.

54. Service of Documents and Notices

54.1 Any notices, instructions or other communications given hereunder or in connection with the Account may be verbal unless otherwise required by these terms and conditions, the rules, regulations and bye-laws of any Exchange to be in writing.

54.2 Further to Clause 3.1, CGS-CIMB may (but is not obliged to) request confirmation in writing from the Client in respect of orders made through the telephone or any Online Services or Electronic Communication by the Client. If such confirmation in writing is requested by CGS-CIMB, CGS-CIMB will not be obliged to act on any verbal notices, instructions or communications until receipt of the requested confirmation in writing by CGS-CIMB.

54.3 All notices, instructions and other communication given by letter, fax transmission or other electronic means (including e-mail and text messages sent through any short message service or any messaging application including but not limited to Whatsapp) must be sent to or left at, in the case of CGS-CIMB, the e-mail address or contact number of CGS-CIMB or its officers, employees or agents, or the business address (in the case of letters) of CGS-CIMB (as applicable) at the relevant time and in the case of the Client, the address or contact number (as applicable) stated in any agreements entered into between CGS-CIMB and the Client or as notified in writing to CGS-CIMB by the Client from time to time. All such notices, instructions or other communications given by CGS-CIMB to the Client as aforesaid will be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of delivery by electronic means, upon transmission.

54.4 The Client agrees that personal service of a writ of summons or other originating process or sealed copy thereof of pleadings or other documents may be effected on the Client by leaving the same at the place of business or abode or the address in Malaysia of the Client last known to CGS-CIMB (and in this connection CGS-CIMB shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the last known address of the Client shall be a postal box or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Client irrevocably confirms that service of such writs of summons originating process pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Client.

55. Waiver

55.1 The waiver by CGS-CIMB of a breach or default in or non-compliance with any of the provisions of these terms and conditions or any continued course of such conduct by the Client shall not be construed or constituted as a waiver of any succeeding breach or default or non-compliance of the same or other provisions, nor shall any delay or omission on the part of CGS-CIMB to exercise or avail itself of any right, power, privilege or remedies that it has or may have hereunder operate as a waiver of any breach or default or non-compliance by the Client.

56. Severability

56.1 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, unenforceable, illegal or otherwise, the invalidity, unenforceability or illegality of such provision shall not affect or impair the other provisions of these terms and conditions, and all provisions not affected by such invalidity, unenforceability or illegality shall remain in full force and effect.

57. Personal Data

57.1 To process, administer and/or manage the Client's relationship and/or account with CGS-CIMB, and to provide the Client with the services and products of CGS-CIMB on a continuing basis, CGS-CIMB will necessarily need to collect, use, disclose and/or process:

- (a) the personal data of the Client, including data relating to the Transactions, the Client's financial condition, and the Account;
- (b) where Client is an individual, the personal data of the Client's next of kin, individual guarantors and dependants, if applicable; and
- (c) where the Client is a corporation, the personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers, if applicable.

57.2 Such personal data will be collected, used, disclosed and/or processed by CGS-CIMB for one or more of the following purposes:

- (a) processing the Client's enquiries and application for account opening, services and products by CGS-CIMB;
- (b) providing the Client with the services and products of CGS-CIMB and CGS-CIMB's Affiliates, business partners and related companies;
- (c) administering and/or managing the Client's relationship with CGS-CIMB and/or the Account;
- (d) carrying out the Client's instructions or responding to any enquiries by the Client;
- (e) carrying out due diligence, monitoring or other screening activities (including background checks) in accordance with legal or regulatory obligations, internal compliance requirements or risk management procedures (including but not limited to those designed to combat financial crime, "know-your-customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by CGS-CIMB or its Affiliate;
- (f) dealing in any matters relating to the services and/or products which the Client is entitled to under these terms and conditions (including the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to the Client, which could involve disclosure of certain personal data about the Client or the Client's personnel to bring about delivery of the same as well as on the external cover of envelopes/ mail packages);
- (g) the recovery of any Secured Indebtedness owed to CGS-CIMB;
- (h) the process of reviewing and approving the Account, and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
- (i) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the Account, and whether or not there is any suspicion of the aforementioned;
- (j) managing CGS-CIMB's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by CGS-CIMB, including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
- (k) security, surveillance and/or identity verification purposes and managing the security of CGS-CIMB's premises including but not limited to carrying out CCTV surveillance, audio recordings of the Client's instructions or conversations over the telephone or during face to face communications with CGS-CIMB's staff;
- (l) if consented to by the Client or any Authorised Person (as may be applicable) via the Client's registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and facilitate the Client's participation in such activities. Some of these activities are governed by additional terms and conditions, which could contain additional information about how CGS-CIMB uses and discloses the Client's personal data or that of the Client's personnel (where applicable), so the Client should read these carefully;
- (m) complying with applicable law in administering and managing the Client's relationship with CGS-CIMB; and/or
- (n) if consented to by the Client in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the despatch of marketing information relating to financial or investment services or products offered by CGS-CIMB and CGS-CIMB's Affiliates, business partners and related companies (whether by CGS-CIMB, CGS-CIMB's Affiliates, business partners or related companies) which CGS-CIMB thinks is of benefit or interest to the Client via the Client's agreed methods of communication,

(collectively, the "**Purposes**").

57.3 Without prejudice to anything else in these terms and conditions, in carrying out one or more of the above Purposes, CGS-CIMB may need to disclose the Client's personal data and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation) to certain third parties, whether located within or outside Malaysia, as such third parties would then be processing such personal data for one or more of the above Purposes. The Client confirms that it/he/she has obtained their consent or is otherwise entitled to provide their personal data and information to CGS-CIMB and hereby acknowledges and agrees that such personal data will/may be disclosed by CGS-CIMB to the following third parties (whether located within or outside Malaysia) for one or more of the above Purposes and for the said third parties to subsequently process such personal data for one or more of the above Purposes:

- (a) CGS-CIMB's Affiliates and between each of them;
- (b) CGS-CIMB's (or any of its Affiliates') third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or securities clearing or other services to CGS-CIMB in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;

- (c) any credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution, and, in the event of default, to debt collection agencies;
- (d) any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring/ provision of services), external asset managers, service providers (e.g. alternative investment service providers) and financial service providers;
- (e) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
- (f) CGS-CIMB's (or any of its Affiliates') auditors and professional advisors including its solicitors;
- (g) any person to whom CGS-CIMB is under an obligation to make disclosure under the requirements of any law binding on CGS-CIMB or any of CGS-CIMB's Affiliates or branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which CGS-CIMB or any of CGS-CIMB's Affiliates or branches are expected to comply with;
- (h) any person to whom disclosure is permitted or required by any statutory provision or law;
- (i) any permitted assigns;
- (j) CGS-CIMB's successors in title; and/or
- (k) any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

57.4 If the Client (or where applicable, any of the Client's next of kin, individual guarantors and dependents (where the Client is an individual) and/or the Client's directors, individual shareholders, officers, his personnel, individual guarantors and security providers (where the Client is a corporation)) does not wish for CGS-CIMB to use the submitted personal data or disclose the submitted personal data for any of the above Purposes, the Client may withdraw the consent at any time by written notice to CGS-CIMB, pursuant to the Personal Data Protection Act, however, depending on the circumstances and the nature/extent of the withdrawal, the withdrawal of consent may result in CGS-CIMB's inability to provide the Client with the Services and products and hence may result in the termination of the Client's relationship and/or Account(s) with CGS-CIMB or other consequences of a legal nature which may arise by virtue of the Client's legal relationship with CGS-CIMB.

57.5 The Client agrees to ensure the personal data and information of third parties furnished to CGS-CIMB are accurate and agrees to update CGS-CIMB in writing in the event of any change to such personal data and information. To the extent that the applicable law allows, the Client may request access to, and correction of, the personal data. The Client acknowledges that some personal data may be exempt from such access and correction rights in accordance with local personal data protection laws. The Client may wish to contact CGS-CIMB at 03-2635 6868 or email should the Client wish to request such access to, and/or correction of, the Client's personal information.

57.6 The Client confirms that the Client has read, understood and agrees to be bound by CGS-CIMB's group privacy notice (which is available at www.itradecimb.com.my) (the "Privacy Notice") including but not limited to the clauses in the Privacy Notice which relate to the processing of the Client's personal information. The Client agrees that the Privacy Notice will be deemed to be incorporated into this Agreement.

57.7 For the avoidance of doubt, in the event that Malaysian personal data protection law permits an organisation such as CGS-CIMB to collect, use or disclose the Client's personal data without the Client's consent, such permission granted by the law shall continue to apply.

57.8 The Client agrees that where the Client's written permission is required by law or otherwise for any such disclosure by CGS-CIMB, the signing of the application form(s), account opening document(s), and/or any other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

57.9 CGS-CIMB's rights under this Clause shall be in addition to and without prejudice to CGS-CIMB's other rights of disclosures available pursuant to any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

58. Disclosure of Information

58.1 The Client hereby expressly authorises and permits CGS-CIMB and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Client's Account, including but not limited to information relating to any transaction or dealings between the Client and CGS-CIMB (except that where such information contains personal data regulated by the Personal Data Protection Act, such personal data shall be disclosed in accordance with Clause 57 above):

- (a) to any current or future Affiliate, or entity currently or which in the future may be associated with CGS-CIMB, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) ("Authorised Parties");
- (b) to the auditors, legal advisors and other professional advisors of CGS-CIMB and the Authorised Parties;
- (c) to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Malaysia or elsewhere for the purpose of the operation of the Services including but not limited to investigating discrepancies or claims;
- (d) to any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client's name and/or other particular appears, or any data or record of any document whatsoever;
- (e) to the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
- (f) to any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Malaysia or other jurisdictions, including the jurisdictions in which the Client has traded or where any of CGS-CIMB's overseas business operations are situated;
- (g) to any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
- (h) to any of the Authorised Parties for risk management purposes, for monitoring credit exposure of CGS-CIMB and/or any of its Affiliates, for purposes of centralisation of operations within CGS-CIMB and/or any group in which CGS-CIMB or any of its Affiliates is a member thereof, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
- (i) to any credit bureau (including the members of such credit bureau of which CGS-CIMB is a member), rating agency, insurer, or any other provider of credit protection to CGS-CIMB and/or any of the Authorised Parties;

- (j) to any counterparty transacting with CGS-CIMB or any of the Authorised Parties for the purposes of or in connection with any Transactions;
- (k) to any assignee or transferee or prospective assignees or transferees of CGS-CIMB's credit facilities, business and undertakings or such part thereof;
- (l) to any person with whom CGS-CIMB may enter into (or may potentially enter into) any participation or sub-participation in relation to any Transaction or service under, pursuant or otherwise in connection with, these terms and conditions;
- (m) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of CGS-CIMB or its holding company with/by another company; and
- (n) to any other person or entity at any time:
 - (1) which CGS-CIMB or any of its authorised representatives considers appropriate for any purpose in connection with these terms and conditions; or
 - (2) where such particulars of the Client's Account were inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of CGS-CIMB or its authorised representatives.

58.2 As an Authorized Depository Agent of Bursa Depository, the Client recognizes and acknowledges that CGS-CIMB is irrevocably authorised:

- (a) to make enquiries and/or to request and receive *ad hoc* statements of account in respect of the Client's CDS Account maintained with CGS-CIMB as and when CGS-CIMB sees fit and/or deems necessary in CGS-CIMB's absolute discretion; and
- (b) to disclose to the Client's Dealer's Representative(s) (whether present or in future) appointed by the Client, authorised officers and CGS-CIMB's employees or any other person as CGS-CIMB may think fit or necessary, information in relation to all the Client's accounts, details of transactions entered into by the Client, as well as shareholdings held beneficially or owned by the Client (including but not limited to providing such persons with statements of account pursuant to any balance enquiries and/or requests for such statements).

For the avoidance of doubt, the authorisation in Clause 58.2(b) will remain in full force unless revoked by the Client in writing to CGS-CIMB (with a copy of such revocation given to CGS-CIMB),

AND the Client hereby agrees that the Client will not hold CGS-CIMB or any of its officers, employees, agents, representatives or Dealer's Representatives liable for disclosure of such information, or for any loss or damage arising out of such disclosure, whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto.

58.3 The Client hereby authorises CGS-CIMB to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including any credit bureau or credit agency) any and all of the Client's information with such third party as CGS-CIMB may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as CGS-CIMB may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as CGS-CIMB may require.

58.4 The Client agrees to provide any information as CGS-CIMB may require and/or as is necessary to verify the Client's identity and do all things necessary to enable CGS-CIMB to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that CGS-CIMB shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by CGS-CIMB has not been provided by the Client.

59. Unclaimed Property

59.1 If there are any monies or Securities in the Account which are unclaimed by the Client seven (7) years after CGS-CIMB receives such property and CGS-CIMB determines in good faith that it is not able to trace and/or contact the Client, the Client hereby agrees that:

- (a) during the seven (7) year period in which CGS-CIMB holds such property, and to the extent permitted by law, for each subsequent year after the seventh (7th) year in which CGS-CIMB holds the property, CGS-CIMB shall be entitled to charge a fee in respect thereof, in such amount as CGS-CIMB may determine in its absolute discretion, which fee shall immediately be due to CGS-CIMB. The Client agrees that such fees shall be applied against the property where possible, or, at CGS-CIMB's sole and absolute discretion, against such other monies or Securities in CGS-CIMB's custody or standing to the credit of any of the Client's Accounts with CGS-CIMB, and accordingly, the property, monies or Securities (as the case may be) shall be reduced by an amount equal to such fees; and
- (b) CGS-CIMB may, at its sole discretion and to the extent permitted by law, appropriate to itself all property then standing to the credit of the Account together with such property as may from time to time continue to accrue to that Account (whether by way of dividends, or otherwise).

60. General Warranties, Representations and Undertakings

60.1 In addition to such other warranties, representations and undertakings which the Client has made in these terms and conditions, the Client warrants, represents and undertakes to CGS-CIMB (on a continuing basis and which representations and warranties are deemed to be repeated each time an instruction is issued by the Client or an Authorised Person to CGS-CIMB and to the intent that such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein and/or the termination of these terms and conditions) that:

- (a) the Client has the power and the capacity to enter into, execute, deliver and perform his obligations under these terms and conditions or a Transaction and such obligations are valid and binding on the Client and are enforceable in accordance with their respective terms;
- (b) the entry into, execution and delivery of these terms and conditions or a Transaction does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over the Client; or (iii) result in the breach of or would constitute a default under any agreement to which the Client is a party or a surety, in particular under any agreement relating to any financing, mortgage, sukuk, deed or guarantee;
- (c) no Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Client entering into the agreement constituted by these terms and conditions or any Security document or a Transaction;
- (d) all the particulars and information given to CGS-CIMB are accurate, true, correct and complete and shall remain accurate, true, correct and complete;
- (e) the Client has not withheld and will not withhold any material fact or information from CGS-CIMB and the Client shall furnish CGS-CIMB promptly with such further additional and/or material change of information as CGS-CIMB may require at any time or from time to time;
- (f) the Client is not a citizen or resident of the United States of America, its territories, possessions and areas subject to its jurisdiction;
- (g) the Client will notify CGS-CIMB in writing immediately should there be any change in the particulars given in connection with these terms and conditions and any other agreements entered into between the Client and CGS-CIMB, including but not limited to change in address, contact particulars and residency and tax status;
- (h) the Client is the underlying principal for the Account and is acting for itself/himself/herself and not as nominee, custodian, trustee and/or for and on behalf of any other person and that no person other than itself/himself/herself has or will have any interest in the Account;
- (i) the Client is the beneficial owner of the Securities and other Collateral placed or to be placed with CGS-CIMB, its agents or nominees from time to time free and clear of all encumbrances or third party rights (except the security created in favour of CGS-CIMB) and that such Securities are fully paid for;

- (j) the Client has good title to the Securities and the Client can sell through CGS-CIMB and undertake to promptly deliver to CGS-CIMB documents of title in respect of Securities sold by the Client or on the Client's behalf;
- (k) the use of the monies paid to CGS-CIMB or used in the purchase of the Securities by the Client does not contravene any Malaysian Rules or Foreign Rules;
- (l) no bankruptcy, insolvency, winding-up or analogous proceedings have been commenced against the Client and the Client is not a defaulter on Bursa Securities Defaulters List;
- (m) the Client shall confirm the accuracy of all personal details and other particulars within fourteen (14) days of notice by CGS-CIMB that the Client's Account has been first opened and in all other cases, promptly as and when requested by CGS-CIMB;
- (n) the Client shall cause to be filed and/or registered and/or lodged with any relevant authorities such statements of prescribed particulars, forms and/or other documents whatsoever as may be required under any applicable law;
- (o) the Client shall ensure that every authorisation of or registration with governmental or public bodies or the courts required in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of any instrument creating security over Collateral (including these terms and conditions) has been obtained and is in full force and effect and there is no default in the observance of any condition imposed in connection therewith.;
- (p) the Client is familiar with all relevant Malaysia Rules and Foreign Rules.

60.2 The Client authorises CGS-CIMB to verify, in any manner with any third party, the information furnished herein or from time to time as CGS-CIMB may deem fit. The Client also authorises CGS-CIMB to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as CGS-CIMB may deem fit, for any purposes which CGS-CIMB may deem fit. Notwithstanding this Clause, the Client's representations, warranties and undertakings are given irrespective of whether CGS-CIMB has carried out the aforesaid verification and/or checking, such verification and/or checking shall not be in any way affect the Client's representations, warranties and undertakings or prejudice any claim by CGS-CIMB under the Client's representations, warranties and undertakings.

61. Indemnity

61.1 The Client undertakes to fully and effectively indemnify CGS-CIMB and its Affiliates, and keep CGS-CIMB and its Affiliates, indemnified and hold harmless from and against and in respect of all liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by CGS-CIMB and/or its Affiliates directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the Transactional Services, the use of the Electronic Payment for Shares Service by the Client, the use of the Online Services or the breach of these terms and conditions on the part of the Client or its Authorised Person or any third party rights, including but not limited to any infringement of intellectual property rights and the Client shall pay and reimburse the same to CGS-CIMB on demand at any time or from time to time.

62. Termination

62.1 The Transactional Services may be terminated:

- (a) for any reason whatsoever by the Client and/or CGS-CIMB giving seven (7) Market Days' notice in writing; or
- (b) by CGS-CIMB immediately upon the occurrence of an Event of Default.

62.2 Upon termination of the Transactional Services as set out in Clause 62.1, CGS-CIMB is authorised to deliver as soon as is practicable thereafter any Securities held by it to the Client or the Client's successors in title after repayment of all Secured Indebtedness, including but not limited to CGS-CIMB's outstanding fees and expenses, if any. Such notice to terminate the Transactional Services shall not be a waiver of any or all accrued obligations of each Party in respect of the Account and these accrued obligations shall continue to be governed by these terms and conditions until such obligations are fully performed.

62.3 The termination of the Transactional Services shall not prejudice, impair or otherwise adversely affect any of CGS-CIMB's rights over any Collateral or the repayment of any or all outstanding obligations of the Client until such time as all the Secured Indebtedness are discharged and paid in full.

62.4 Upon or at any time after the termination of the Transactional Services, provided that all Secured Indebtedness owed to CGS-CIMB by the Client shall have been discharged and paid in full and CGS-CIMB shall have executed a full and proper acknowledgement and discharge in respect thereof, CGS-CIMB shall transfer the Collateral and all other Securities which are then held by CGS-CIMB or such person as per the Client's written instruction. In the absence of such notification by the Client to CGS-CIMB or upon the expiry of the notice to terminate the Transactional Services, CGS-CIMB is authorised to despatch the same to the Client at the Client's risk and expense to the address of the Client by registered post or in the case of book-entry securities, CGS-CIMB shall be entitled to transfer such securities to any account of the Client with the applicable central depository or custodian. Upon such posting and/or transfer, CGS-CIMB shall have no further liability for the delivery and/or transfer of such Collateral and other Securities.

62.5 Without prejudice to any other rights or remedies which CGS-CIMB may have at law or in equity or under these terms and conditions, upon termination of the Transactional Services CGS-CIMB shall be entitled to:

- (a) sell any or all Securities held or carried for the Client or purchase any or all Securities held or carried as a short position from the Client or any third party at the Client's cost; and
- (b) exercise all rights over and in respect of any other Collateral including but not limited to selling any or all of the non-cash Collateral in such manner and at such times as CGS-CIMB deems fit with only such notice which is required by applicable law and which cannot be waived, and the sale of such Collateral to CGS-CIMB or any of its Affiliates, will transfer the title to ownership of such Collateral free from any claim or right of any kind, including any equity interest of the Client, such right and equity being hereby expressly waived and released.

62.6 Notwithstanding anything contained in Clause 55, service of notice of termination by the Client to CGS-CIMB shall be effective only upon actual receipt thereof by CGS-CIMB.

62.7 Any fees, expenses, costs and other charges of CGS-CIMB accrued or incurred up to the effective date of termination shall be paid by the Client.

62.8 After the termination of the Transactional Services, CGS-CIMB shall close the Account at such time that it deems appropriate.

63. Electronic Records of Contract Notes, Invoices and Statement of Account

63.1 The Client agrees and consents to the receipt of contract notes, invoices and statements of account from CGS-CIMB in the form of an electronic record through the Electronic Communications (each an "Electronic Document") should CGS-CIMB in its discretion make these available to the Client. The Client is required to give seven (7) calendar days' written notice to CGS-CIMB if the Client no longer wishes to receive contract notes, invoices or statements of account in the form of an Electronic Document.

63.2 In the case of Electronic Documents transmitted to the Client by electronic mail, the Client will be deemed to have received the Electronic Documents immediately after despatch of such Electronic Documents from CGS-CIMB's electronic mail server. In the case of Electronic Documents posted on the Website(s), the Client will be deemed to have received such Electronic Documents immediately after they have been posted on the Website(s) for the Client to retrieve.

63.3 In the event CGS-CIMB is unable to successfully send any Electronic Document due to any reason whatsoever to the Client after two (2) continuous attempts, CGS-CIMB will have the discretion to send to the Client the Electronic Document by any other method, including by regular post.

- 63.4 The Client acknowledges and agrees that any information transmitted electronically to the Client cannot be guaranteed to be secure or virus or error free and consequently such information could be intercepted, corrupted, lost, stolen, destroyed, delayed or incomplete or otherwise be adversely affected or unsafe to use. CGS-CIMB shall not be liable to the Client in respect of any error, omission, theft or loss of confidentiality arising from or in connection with the electronic communication of information to the Client. As such, the Client shall be responsible for protecting his/her own systems and interests in relation to electronic communications.
- 63.5 CGS-CIMB will provide the Client with a system generated trade statement of each transaction effected in relation to the Client's Account, and such statement shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement, the Client shall do so in writing within the time period as stated in the statement, otherwise the Client shall be deemed to have accepted the contents thereof. A statement by any of the CGS-CIMB's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.
- 64. Electronic Records and Admissibility**
- 64.1 The Client agrees to the admission of electronic records, whether owned or maintained by CGS-CIMB or any Exchange, and any part thereof as evidence in Court, in any tribunal or body having quasi-judicial function, and further agrees not to challenge or dispute the authenticity, admissibility or accuracy of such electronic records.
- 65. Malaysian Rules**
- 65.1 In respect of Transactions involving Securities traded on the Bursa Securities, these terms and conditions shall be read with the Malaysian Rules.
- 65.2 In the event of any conflict between these terms and conditions and any law, rule, requirement or other provision such as is referred to in Clause 66.1, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- 65.3 Where the Transactional Services are made available on separate or additional terms, those terms shall be read in conjunction with these terms and conditions. In the event of any conflict between these terms and conditions and such separate or additional terms, such separate or additional terms shall prevail.
- 66. Laws and Jurisdiction**
- 66.1 The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and CGS-CIMB shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.
- 67. No Assignment**
- 67.1 The Client shall not charge, assign or transfer all or any of its rights, title, interest or obligations hereunder or under any Account or these terms and conditions without the prior written consent of CGS-CIMB.
- 67.2 CGS-CIMB may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account to any person CGS-CIMB deems fit, or change the office through which any transaction is booked, or through which CGS-CIMB makes or receives payments or deliveries for the purpose of any transaction.
- 67.3 These terms and conditions shall be binding on the Client and its successors in title, permitted assigns, heirs, executors, administrators, personal representatives, receivers, judicial managers, liquidators and trustees in bankruptcy. These terms and conditions shall also continue to be binding on and survive the Client notwithstanding any change in its name, constitution or business/organisation or the name or constitution of CGS-CIMB, or the consolidation, amalgamation or otherwise of the Client into or with any other entity, or the consolidation, amalgamation or otherwise of CGS-CIMB into or with any other entity (in which case the terms shall be binding on the successor entity).
- 68. Entire Agreement and Amendments**
- 68.1 These terms and conditions, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter.
- 68.2 The Client acknowledges and agrees that the Client will always abide by all terms and conditions imposed by CGS-CIMB relating to the Services extended to the Client and the Client's Account and that CGS-CIMB may at any time and from time to time add to, amend, modify, supplement and/or vary such terms and conditions in CGS-CIMB's sole and absolute discretion. Upon the imposition, amendment, modification, supplemental and/or variation being posted by CGS-CIMB on the Website or being notified to the Client via the mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Website and/or email notification or within three (3) days of mailing of the notice (as the case may be).
- 68.3 By the Client continuing to trade or give any order(s) for trade subsequent to the effective date of notice or continuing to maintain the Account with CGS-CIMB, the Client shall be deemed to have agreed to and accepted the new or amended, modified, supplemented and/or varied terms and conditions imposed by CGS-CIMB whereof these provisions shall be binding upon the Client from the date of posting. The relevant provisions of these terms and conditions shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.
- 68.4 In the event of any inconsistency between terms applicable generally and the specific accounts or services, the provisions which on interpretation are most favourable to CGS-CIMB shall prevail.

Risk Disclosure Statement

I. RISK DISCLOSURE STATEMENT FOR SECURITIES

Unless the context otherwise requires, the words and phrases in this statement shall have the same meaning as the words and phrases in CGS-CIMB's General Terms and Conditions. This brief statement cannot and does not disclose all of the risks and other significant aspects of investing or trading in Securities. It is recommended that:

1. I/We seek the advice of my/our financial legal and other professional advisors concerning the risks associated with investing or trading in Securities.
2. I/We undertake trading or investing in Securities only:
 - (a) if I/we understand the nature of the products which I/We am/are investing or trading in and the extent of my/our exposure to risk; and
 - (b) if I/we have carefully considered whether trading or investing is appropriate for me/us in light of my experience, objectives, financial and other relevant circumstances. The following specific points should be considered by me/us:

1. DOCUMENTATION

To ensure that I/we clearly understand the legal relationship between CGS-CIMB and myself/ourselves, I/we should carry out a comprehensive review of CGS-CIMB's General Terms and Conditions with my/our legal adviser.

2. SECURITIES

- 2.1 Investing in Securities involves market, currency, economic, political, social, business and investment risks. The price of Securities that are quoted and listed on any securities exchange (including the securities exchanges owned, operated or maintained by Bursa Securities, can and will fluctuate, and any individual security may experience upward or downward movements in its price, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling Securities traded on the Bursa Securities and any other recognized stock exchanges including the loss of the entire principal amount invested.
- 2.2 Past performance is no guarantee of future results. Index returns shown are historical and include the change in share price, reinvestment of dividends, and capital gains. Indexes are unmanaged and do not reflect the impact of transaction costs.
- 2.3 Market conditions (e.g. illiquidity of a security) and/or the operation of the rules of certain markets (e.g. the delisting of Securities or the suspension of trading in Securities) and/or any request by a company to suspend trading of its shares (e.g. prior to major announcements) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate or offset my/our positions in such Securities.
- 2.4 Securities may also be compulsorily acquired in a take-over or pursuant to a scheme of arrangement.

3. NOMINEES SERVICES

- 3.1 In relation to Foreign Securities, CGS-CIMB will appoint foreign sub-agents as an intermediary to safe-keep my/our Foreign Securities or assets. I/We acknowledge that there may be additional risks in relation to such foreign sub-agents, including risks arising from the operation of foreign law, rules and regulations, and I/we agree to accept such risks.
- 3.2 I/We acknowledge that as a shareholder I/we am/are aware of all corporate events in regards to the Securities invested by me/us. CGS-CIMB will process the corporate event to the best of CGS-CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition, differences in time zones, or circumstances beyond CGS-CIMB's control (including but not limited to any acts or omissions of CGS-CIMB's agents or custodians). I/We agree to bear any and all charges incurred due to the processing of the corporate events in regards to the Securities invested by me/us.

4. RIGHTS ISSUE, WARRANT AND OTHER OPTIONS

- 4.1 Investing in rights issues, warrants and other options (each a "Right" and collectively, "Rights") carry the following additional risks:
 - (a) the Rights are wasting assets which become worthless when they expire. I/We run the risk of losing the entire amount paid for the Rights in a relatively short period of time. If I/we neither sell my/our Rights in the secondary market nor exercise them prior to their expiration I/we may lose my/our entire investment in the Rights;
 - (b) the fact that Rights become valueless upon expiration means that I/we must not only be right about the direction of an anticipated price change in the underlying interest, but must also be right about when the price change will occur;
 - (c) the more a Right is out of the money and the shorter the remaining time to expiration, the greater the risk that I/we will lose all or part of my/our investment in the Right. The greater the price movement of the underlying Securities necessary for the Right to become profitable (that is, the more the Right is out of the money when purchased and the greater the cost of the Right) and the shorter the time within which this price movement must occur, the greater the likelihood that I/we will incur a loss;
 - (d) the exercise provisions of a Right may create certain risks for me/us. If the Right does not have an automatic feature, I/we must, to exercise the Right, ensure that action is taken in a timely manner. Accordingly, I/we must give such instructions to, and where necessary make such payments in reasonably sufficient time as may be required by CGS-CIMB, for CGS-CIMB to exercise or procure the execution of such instructions. I/We acknowledge that failing to comply with CGS-CIMB's deadline may result in me/us losing my/our rights. On the other hand, if the Right has an automatic exercise feature such as one that will cause the Right to be automatically exercised at the expiration if it is in the money by a specified amount the Right may be exercised at a price at which I/we would not voluntarily choose to exercise in view of the transactions costs of exercise or other factors. The transaction costs associated with the exercise could even exceed the cash settlement amount of the Right, with the result that I/we would incur a net loss from the exercise; and
 - (e) in the case of Foreign Securities, the exercise of Rights may be subject to any applicable foreign rules, laws or regulations. It is possible that a court, a stock exchange or another regulatory agency having jurisdiction would impose a restriction which would have the effect of restricting the exercise of a Right. In such a case the Right would not be exercisable until the restriction was terminated. In the remote possibility that the restriction were to remain in effect until the expiration of the Right, the Right would expire worthless, and I/we would lose the entire amount that I/we paid for the option.

5. STRUCTURED WARRANTS

- 5.1 I/We understand and accept the following relating to structured warrants:
 - (a) the purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrants and all transaction costs;
 - (b) in order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;

- (c) under certain conditions, it may become difficult to sell the structured warrants;
- (d) upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;
- (e) the placing of contingent orders, such as "stop-loss" or "stop limit" orders, will not necessarily limit my losses to the intended amount. Market conditions may not make it possible to execute such orders;
- (f) the high degree of leverage that is obtainable from structured warrants because of the small initial outlay, can work against me/us as well as in my/our favour. The use of the leverage can lead to large losses as well as gain; and
- (g) this brief statement cannot disclose all risks associated with trading in structured warrants. Structured warrants: means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by Bursa Securities from time to time.

Structured warrants : means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by Bursa Securities from time to time.

6. NON-ADVISORY NATURE OF RELATIONSHIP

Unless I/we have a specific agreement with CGS-CIMB for the provision of financial advisory services I/we should note and accept that CGS-CIMB's relationship with me/us in relation to my/our securities and securities related transactions is purely as execution broker/dealer only or as a counter party to me/us. I/we acknowledge that I/we -

- (a) may not assume that any answers provided by CGS-CIMB or its employees or representatives in response to my/our queries are backed by any prior due diligence or research;
- (b) should not place reliance on any such answers;
- (c) should seek independent advice on the suitability of any Transaction based on my/our specific investment objectives, financial situation and particular needs.

7. TAX COMPLIANCE

7.1 I/We declare and confirm that:

- (a) I/We remain fully responsible for my/our own tax affairs and ensuring that both I/we and my/our accounts maintained with CGS-CIMB are in compliance with the tax laws of the relevant jurisdiction within which I/we reside, am domiciled in or a tax citizen of;
- (b) to the best of my knowledge, information and belief, I/we have neither willfully committed nor been convicted of any serious tax crimes;
- (c) I/we acknowledge and agree that I/we remain fully responsible for obtaining independent tax advice from a qualified adviser, and acknowledge that CGS-CIMB will not be responsible for nor will it provide any tax advice to me / us; and
- (d) I/we agree to notify CGS-CIMB (within 30 calendar days), or provide information requested by CGS-CIMB, if there is any change in my / our personal information or circumstances including, without limitation, any material adverse change in my / our financial condition or any change in the ultimate beneficial ownership of my / our account, citizenship, residence, address of record and any additional information which affects my / our tax position.

7.2 Subject to applicable local laws, I/we hereby consent to CGS-CIMB and its Affiliates sharing my/our information with domestic or overseas regulators or tax authorities where necessary to establish my/our tax liability in any relevant jurisdiction.

7.3 I / we also understand and agree that, CGS-CIMB may be required by domestic or overseas regulators or tax authorities to obtain additional documents and/or forms from me/us, which I / we will sign and/or provide, if I / we am / are subject to the relevant jurisdiction's laws or regulations. I / we understand and agree that CGS-CIMB may withhold and pay out from my / our account(s) such amounts as may be required according to applicable laws, regulations, directives, guidelines and/or agreements with domestic or overseas regulators or authorities.

8. OTHER RISKS

8.1 I/We should familiarise myself/ourselves with the protection accorded to any money or other property which I/we deposit for domestic and foreign transactions, particularly in the event of insolvency or bankruptcy. The extent to which I/we may recover my/our money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as my/our own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

8.2 Before I/we begin to trade, I/we should know all commissions, fees and other charges for which I/we will be liable. These charges will affect my/our net profit (if any) or increase my/our loss.

8.3 Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose me/us to additional risks such as different or diminished investor protection. Before I/we trade, I/we should enquire about any rules relevant to my/our particular transactions. My/Our local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where my/our transactions have been effected. I/We should know and understand the types of redress available in both my/our home jurisdiction and other relevant jurisdictions before I/we start to trade.

8.4 The profit or loss in transactions in foreign currency-denominated Securities (whether they are traded in my/our own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

8.5 Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My/Our ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary. I/We should know and understand such risks before I/we start to trade.

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

8.7 For off-exchange transactions, it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before I/we undertake such transactions, I/we should familiarise myself/ourselves with the applicable rules and attendant risks.

8.8 I/We acknowledge that as a shareholder I/we am/are aware of all corporate events in regards to the Securities invested by me/us. CGS-CIMB will process the corporate event to the best of CGS-CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition, differences in time zones, or circumstances beyond CGS-CIMB's control (including but not limited to any acts or omissions of CGS-CIMB's agents or custodians). I/We agree to bear any and all charges incurred due to the processing of the corporate events in regards to the Securities invested by me/us.

Schedule 1:

ISLAMIC STOCKBROKING SERVICES	
COMPOSITION OF LATE PAYMENT CHARGES	RATE CHARGED PER ANNUM
TA'WIDH	1%
GHARAMAH	7%
TOTAL RATES	8%

Notes:

Ta'widh is the compensation to CGS-CIMB for any actual loss incurred by CGS-CIMB due to the Client's delay or default in paying any scheduled payment when it becomes due or any other amount payable by the Client to CGS-CIMB under this Agreement.

Gharamah is the penalty over and above the *Ta'widh*, which shall be channeled to charitable organisations approved by CGS-CIMB's authorised Shariah advisor.