



## **General Terms and Conditions – Conventional Broking**

## **CIMB's General Terms and Conditions**

**THIS DOCUMENT** states the terms and conditions which govern the relationship between CIMB Investment Bank Berhad ("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 such account, including any sub-account, as may be necessary and expedient for the performance of Transactional Services including but not limited to the Multi-Currency Trust Account which the Client may have with CIMB or any of its Affiliates;

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

**"Affiliates"** includes a related corporation (as defined in the Companies Act 2016) of CIMB or a corporation that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, CIMB;

**"Authorised Person"** means a person authorised in writing by the Client to provide instructions to CIMB in relation to Transactions on behalf of the Client, and whose instructions will be accepted by CIMB and 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;

**"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 (a) deposit of cash, monies and/or all other property of the Client held by CIMB or its Affiliates or in the custody or control of CIMB or its Affiliates from time to time; (b) Securities listed on a securities exchange; and (c) such other Securities or instruments or asset, in whatever form, as 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 asset and to the income, dividends, interests thereon, whether now or hereafter held by CIMB or in transit to CIMB or to CIMB's nominee;

**"Conflict of Interest"** shall include, without limitation, the following situations: (a) CIMB or its Affiliates undertaking Proprietary Activities resulting in CIMB or its Affiliates taking positions identical, similar or related to that transacted by CIMB or its Affiliates with or for the Client; (b) CIMB or its Affiliates, as principals, being a party to transactions with the Client; (c) CIMB or its Affiliates undertaking Proprietary Activities, including without limitation hedging transactions, which are related to transactions undertaken by 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 CIMB or its Affiliates with or for the Client; or (d) 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 CIMB or its Affiliates;

**"Designated Bank Account"** means such bank account maintained by Client with the Licensed Financial Institution and designated by the Client to CIMB as the bank account for effecting the payment of sales proceeds via Electronic Payment;

**"Electronic Communication"** means any electronic or interactive product or service offered by CIMB, which allows the Client to communicate with 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 or other device to the internet or a telecommunications network;

**"Electronic Payment"** means the payment by or to the Client for the Transactions or other sums 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 trading of securities whereby payments are facilitated via Electronic Payment or payments by CIMB to the Client via electronic payment;

**"Event of Default"** means (a) where the Client is an individual, immediately upon the death or the bankruptcy of the Client or upon the Client petitioning for a voluntary arrangement under the Bankruptcy Act 1967 (or any revision or supplemental act thereto) or upon the Client becoming of unsound mind; or (b) where the Client is a corporation, immediately upon 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 upon the Client being unable, or admits inability, to pay its debts within the meaning of the Companies Act 2016 or an application is made for the judicial management of the Client or upon the appointment of a manager, trustee, custodian, liquidator (provisional or otherwise), administrator, nominee, supervisor, receiver and/or manager, judicial manager or similar officer in respect of all or any part of the business or assets of the Client or upon 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 upon a material adverse change in the Client's financial position which in CIMB's opinion, may affect the Client's ability to perform his obligations under these terms and conditions or any Transaction or the value of the assets of the Client is less than its liabilities (taking into account contingent and prospective liabilities); 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 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 securities regulating legislation 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 not remedying such failure within such time period as may be specified by CIMB at its absolute and unfettered discretion whether in writing or otherwise, and where such failure arises in relation to any outstanding obligation, an Event of Default shall be deemed to have occurred if such default is not remedied within fourteen (14) days 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 Transactions are effected;

**"Foreign Agents"** shall have the meaning ascribed to it in Clause 36.1(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 any governmental or regulatory authorities of any foreign country, whether having the force of law or not, and all applicable laws in such foreign country which CIMB and/or the Client may be bound or which applies to any of the Transactions and 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"** shall have the meaning ascribed to it in Clause 36.1;

**"General Information"** shall have 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 CIMB may provide to the Client from time to time;

**"Liabilities"** means the present, future, actual or contingent liabilities owed by the Client to CIMB in respect of the Transactional Services and the Transactions;

**"Licensed Financial Institution"** means a financial institution licensed by Bank Negara Malaysia under the Financial Services Act 2013 and Islamic Financial Services Act 2013;

**"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 Securities Laws 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 a day on which CIMB is open for business or a day on which the relevant Exchange on which the Transactions are carried out is open for trading;

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

**"Online Services"** means the internet based electronic facility(ies) that CIMB makes, will make or has made available from time to time to the Client that will enable the Client to effect the Transactions and/or obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication whether in respect of the Transactions or otherwise;

**"Proprietary Activities"** shall mean dealings in Securities undertaken by CIMB for its own benefit;

**"Rules of the Bursa Depository"** means any rules, regulations, guidelines or policies issued by the 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 the proceeds arising from the Transactions;

**"Secured Indebtedness"** shall have the meaning ascribed to it in Clause 6.1;

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

**"Securities 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 deposit of Securities and for dealing in Securities by the depositor;

**"Securities Laws"** means the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories) Act 1991 and the Rules of the Bursa Depository 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;

**"Security Information"** shall have the meaning ascribed to it in Clause 45.1;

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

**"Traded Currency"** shall have the meaning ascribed to it in Clause 17.2;

**"Trading Account"** means the Account designated by CIMB through which the Transactions are to be effected;

**"Trading Representative"** means a holder of a capital markets services representative's license and shall also include an Authorised Officer of CIMB Bank Berhad who is authorized to carry on regulated activities pursuant to Section 76(6)(c)(ii) of the Capital Markets and Services Act 2007;

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

**"Transactions"** means Client's transaction of Securities;

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

**"Website"** means the website owned, operated, maintained and/or designated by CIMB and accessible at the internet uniform resource locator (URL) designated by CIMB from time to time that will enable 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 shall not affect the interpretation thereof. 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.

## **Part B : Terms Applicable Generally**

### **2. Opening, Closing or Suspending of Account**

- 2.1 The Client hereby requests and authorises CIMB to open the Account in the Client's name including, if necessary, such Securities Accounts with the Bursa Depository or any centralised depository or clearing agency as may be necessary for the provision of the Transactional Services.
- 2.2 The Client agrees that he will at all times comply with and observe all the Malaysian Rules and/or the Foreign Rules. The trading (and continued trading) of Securities under the Account is at the discretion of CIMB and subject to compliance of these terms and conditions by the Client. CIMB shall not be obliged to give any notice to the Client or provide any reasons for the variation of any trading limit, or the suspension or termination of the Account. The Client agrees that CIMB and its Affiliates shall not be responsible or 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 any insufficient trading limit(s) (howsoever caused) in respect of the carrying out of any Transactions by the Client. The Client further agrees that CIMB shall have the right at any time to refuse to act on the Client's behalf, refrain from executing the Client's orders or limit the purchases or sales ordered by the Client without having to disclose any reason whatsoever for CIMB's refusal to act.
- 2.3 All transactions by CIMB on the Client's behalf shall be subject to the Malaysian Rules and/or the Foreign Rules and/or the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the relevant stock exchanges on which the Securities are listed and its clearing organisation on which such transactions are executed or cleared by CIMB or CIMB's agents or any of its respective affiliates for the Client's Account. CIMB shall not be liable to the Client as a result of any action taken by CIMB or CIMB's agents or any of their respective affiliates to comply therewith, including, without limitation, any liquidation, in whole or in part, of the Client's positions or any other action taken, in the event that any relevant stock exchange requires the same.
- 2.4 The Client may be required to place a deposit with CIMB before the Client can begin utilising the Account. CIMB may 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.
- 2.5 The Client agrees that CIMB may have the absolute discretion to close or suspend the Client's Account without giving any reason whatsoever (including but not limited to the non-trading nature of the Client's Account, amounts owing to CIMB or it being dormant).

### **3. Records of Instructions / Confirmation**

- 3.1 The Client agrees that all orders made through the telephone or the internet trading facilities or Online Services shall be deemed to be confirmed and binding on the Client without any requirement to furnish proof to CIMB. In this regard, CIMB may operate the Client's Account and execute trades upon receipt of either the Client's oral or written instructions believed by CIMB to be authentic or genuine and to have been given by such one or more person(s) as notified by the Client from time to time in writing and CIMB shall not be made responsible or liable for any loss whatsoever (direct, indirect, special, consequential, punitive or otherwise) that may result from unauthorised instructions. CIMB is entitled (but not obliged) to seek further evidence to confirm or verify the authenticity of any instructions given or purported to be given by the Client, without incurring any liability in that respect.
- 3.2 Where any dispute arises between the Client and CIMB in connection with or relating to the instructions or communications, whether electronic or otherwise, given by the Client or the Authorised Person in relation to the Transactional Services, CIMB's record of such instructions or communications shall 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 CIMB desirable to ratify or confirm anything done by 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 CIMB at a rate as may be prescribed by 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 CIMB may retain, for the benefit of CIMB and without any obligation to account to the Client, any interest CIMB receives from the Client's monies deposited in the Trust Account (the "**Client's Monies**"). Subject to the foregoing, CIMB may, in its sole and absolute discretion and from time to time, pay such interest as it may determine to the Client in relation to such Client's Monies after taking into account any withholding tax and any administrative expenses incurred by CIMB in maintaining the Trust Account and the Client agrees and acknowledges that any interest paid by CIMB to the Client may be less than that received by CIMB.
- 4.3 Subject to all applicable laws, the Client agrees that CIMB shall 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 CIMB shall be entitled to retain all of the returns from investments of monies received on the Account.

### **5. Set-Off and Lien**

- 5.1 The Client agrees that the assets forming the Collateral will serve as collateral for the Liabilities to CIMB.
- 5.2 CIMB shall at all times have a general and continuing lien over all or any of the Collateral, cash amounts and Securities in its custody to secure the payment of all monies now or later due and payable actually or contingently whether under these terms and conditions or otherwise howsoever. CIMB is entitled to combine and consolidate all the Client's Accounts which the Client may have with 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 CIMB or any of its Affiliates against the Liabilities.
- 5.3 If an Event of Default occurs or is threatened against the Client, the Client authorises 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 is fully aware and acknowledges that the Collateral (and/or the proceeds of sale thereof) may be immediately set-off in or towards satisfaction of the Liabilities (whether in whole or in part) if an Event of Default occurs.
- 5.4 In so far as any Liabilities to CIMB are contingent or future liabilities, CIMB's liability to the Client in respect of the sum(s) 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 Liabilities, be suspended, until the happening of the contingent or future event and such sum(s) is, in the absolute discretion of CIMB, applied in satisfaction of the Liabilities.
- 5.5 The security hereby created over the Collateral by this Clause 5 shall be a continuing security for the discharge of the Liabilities that may now or hereafter be due, owing, incurred or payable by the Client to CIMB and shall not prejudice any other security rights which CIMB may have in respect of the Collateral.
- 5.6 The Client authorises CIMB to deal in any manner including but not limited to sale or disposal of the whole or part of the Securities pledged to CIMB or howsoever held or maintained under or in relation to the Client's account (including the Client's CDS Account) including without limitation to the utilisation of all or any cash or Securities standing to the credit of the Client's Account at any time without notice to the Client and utilise the proceeds to set off and discharge any or all the Client's Liabilities and obligations due and owing to CIMB. The Client further agrees that CIMB shall not be liable for any claims whether in contract, tort or otherwise, for any demands, actions or proceedings, losses and expenses including legal costs and all other liabilities of whatsoever nature or description which may be incurred or suffered by the Client arising from the sale of the said Securities.

The Client also agrees that CIMB may at its absolute discretion refuse to act on the Client's instruction to effect transfer/withdrawal of Securities held in the Client's CDS Account in the event there is an outstanding debt or Liabilities due to CIMB in the Client's trading account.

## **6. Continuing Security**

6.1 All the Collateral shall be charged to CIMB by way of equitable charge as a continuing security for (i) the payment of all sums that may from time to time become due to CIMB or any other party so appointed by CIMB whether under or by virtue of these terms and conditions or otherwise, including all fees, commissions, brokerage charges and/or all other amounts due to CIMB or otherwise arising under or in respect of any of the Transactional Services or the Transactions; and (ii) the performance of any of the Client's obligations to CIMB, whether under or by virtue of these terms and conditions or otherwise, (collectively, the "**Secured Indebtedness**") and so that subject as aforesaid:

- (a) the charge hereby created shall be free from all encumbrances and adverse interests, or take priority over all other interests in the monies and/or Securities;
- (b) if the Client shall default in discharging on demand any sum hereby secured, CIMB may at any time thereafter immediately upon giving notice to the Client, retain, apply, sell or otherwise dispose of or cause to be sold or otherwise dispose of all or any of the Collateral charged in accordance with this Clause 6.1 and apply the net proceeds thereof in or towards the discharge of the Secured Indebtedness at such time or times and in such manner and generally on such terms as CIMB may in its absolute discretion think fit for which purposes CIMB may convert any monies or proceeds of sale into any currency at such rate of exchange as it may in its discretion think fit;
- (c) CIMB is hereby granted an irrevocable power of attorney for and on behalf of and in the name of the Client or otherwise to execute all documents and do all acts and things necessary or appropriate to sell or dispose of or complete the sale or disposal of all rights title and interest to and in any of the Securities liable to be sold or disposed of under Clause 6.1(b); and
- (d) the charge hereby created shall be in addition and without prejudice to any lien, rights of retention or other rights to which CIMB is or may become entitled under the law or by virtue of these terms and conditions or otherwise.

6.2 The security created by Clause 6 shall become immediately enforceable and the power of sale and other powers conferred by applicable laws, rules and regulations (as varied and extended by Clause 6) and all the other powers conferred on the Client by Clause 6 shall be immediately exercisable at any time after the Client shall have failed to pay or satisfy when due and in the manner provided in these terms and conditions any part or parts of the Secured Indebtedness.

## **7. Exclusions**

Except as expressly provided in these terms and conditions, CIMB does not make any other 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 CIMB's entire liability (including any liability for the acts and omissions of its Affiliates, and the respective officers, employees and agents of 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 CIMB, its 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.

8.2 CIMB's maximum liability (including, without limitation, tortious liability (if any)) for damages, losses, costs or expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of 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 CIMB shall not be liable to the Client in respect of any loss of profits or goodwill, or any direct (save as provided in these terms and conditions), indirect or consequential losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Client as a result of any action brought by a third party, even if such losses, costs or expenses are reasonably foreseeable or CIMB had been advised of the possibility of the Client incurring the same.

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 CIMB as being the Client's successor(s) in the event of the Client's death or incapacity. Upon the Client's death, 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 CIMB evidence, to the satisfaction of CIMB, that the Malaysian courts have appointed 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 herein if the Client commences to trade through CIMB or to use any of the services set out in these terms and conditions. For the avoidance of doubt, all such transactions executed on the instructions of the Client or any Authorised Person, will be governed by these terms and conditions.

## **11. Proprietary Trading**

11.1 CIMB or its Affiliates may from time to time deal in Securities with or for the Client in circumstances where 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 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 CIMB acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), 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 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, are 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 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, 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 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, financial and other relevant circumstances.

## 13. Disclaimers relating to Information and Advice

13.1 Without prejudice to or detracting from any other provision of these terms and conditions, the recommendation or advice the Client may receive from any of 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, and any other Investment Products and/or Services given by 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, CIMB:
  - (1) did not take 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 is 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 CIMB to be reliable, are opinions only, and may be inaccurate, incomplete and unverified; and
- (f) 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 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 CIMB to him.

13.3 The Client understands and acknowledges that any trading recommendations and market or other information communicated by CIMB to the Client are incidental to the provision of services by CIMB to the Client under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by 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 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 CIMB may in its absolute discretion charge a service fee for the maintenance of an Account and 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, CIMB may, notwithstanding anything in Clause 61, terminate such Account without giving notice to the Client.

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

14.3 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 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 CIMB. 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 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 goods and services tax, other taxes or levies imposed by law or required to be paid in respect of any monies payable to or received or receivable by CIMB or any expenses incurred by CIMB, shall, except to the extent prohibited by laws, be borne and paid by the Client and CIMB shall be entitled to debit the Account. Further, where applicable, CIMB may issue, transmit or made available tax invoice to the Client by electronic means and the Client hereby agrees and consents to receiving such electronically transmitted tax invoice.

14.5 The Client acknowledges that from time to time, 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 CIMB may retain for the benefit of CIMB and without any obligation to account to the Client any commission, discounts, fees, or other monies which 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 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 shall be made in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature whatsoever 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 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 CIMB.

15.2 Trading Representatives are not authorised to collect payment or to handle Securities on behalf of CIMB. The Client acknowledges that if the Client chooses to effect payment or to deposit Securities by delivering a cheque or Securities to his Trading Representative, such Trading 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 CIMB receives the cheque or Securities from the Trading Representative and not when the cheque or Securities are delivered to the Trading Representative.

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

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

CIMB shall deposit such monies into the Trust Account. The Client agrees that CIMB may, for the purpose of depositing monies received on account of the Client which are denominated in a foreign currency in the 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 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 CIMB**

- 16.1 Any payment by CIMB to the Client shall be less any fees, commission, brokerage charges or expenses incurred in connection with the Transactional Services or any other sums which may be owed to 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 the Client's authorised signatory and will discharge CIMB from any liability to the Client or to any other party. Erroneous payments (as evidenced by the records of CIMB) made by CIMB to the Client will immediately constitute a debt owing to CIMB by the Client which must be immediately repaid to CIMB and which at the option of CIMB may also be recovered by way of set-off from future amounts held by CIMB for and on behalf of the Client or owing by CIMB to the Client.

#### **17. Foreign Exchange Risks**

- 17.1 All Transactions for any Account or any of the Transactional Services or 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 CIMB agrees, in any other currency requested by the Client, but at a rate of exchange determined by 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 CIMB to carry out a contra trade or set-off in relation to any Securities denominated in a foreign currency (the "**Traded Currency**"), 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 CIMB.

#### **18. Agents**

- 18.1 CIMB is authorised to employ agents to perform all or any part of CIMB's duties hereunder and to provide information regarding the Account to such agents. At the Client's costs, 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. Trading Representatives**

- 19.1 Unless otherwise notified to the Client in writing by CIMB, the Client acknowledges and agrees that, in respect of the Transactional Services, the Trading Representative shall be deemed to be the Client's agent whether or not such Trading Representative is deemed to be engaged or employed by the Client in law, and CIMB shall not be liable to the Client in respect of any acts (fraudulent or otherwise) or omissions of such Trading Representative and any loss or damage that may be suffered or incurred by the Client in respect of the acts or omissions of such Trading Representative.
- 19.2 The Client acknowledges and agrees that there could be cases where a Trading Representative may be required to undertake the provision of services to the Client outside the premises of CIMB. 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 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 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 CIMB does so give effect to any instruction or order, CIMB reserves the right to thereafter unilaterally withdraw instruction or 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 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). 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, 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 CIMB from any liability arising therefrom.
- 20.5 While CIMB shall make reasonable efforts to ensure that the product information, pricing and rates on 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, CIMB shall have the right at its sole and absolute discretion, to refuse avoid nullify and/or cancel any orders placed, transactions effected in your account and any consequential transaction effected due to or arising from the inaccurate, incorrect or incomplete information. 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 CIMB is the counterparty, the Client must note that CIMB deals with the Client at arm's length as his counterparty in relation to the said purchase. In such a case, unless CIMB agrees in writing or unless otherwise required by law, 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 CIMB by the Client could result in a loss to the Client and again to CIMB. 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 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 CIMB. The Client should consider these costs in any risk assessment made by the Client. The Client should be aware that CIMB is engaged in customer-driven and proprietary activities in many markets. These general activities, as well as 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 CIMB) the Client authorizes CIMB to transfer any Transactions effected in that account to the Account should the said 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 CIMB). Further, the Client shall always ensure that he has the requisite Securities in that other account maintained through a financial institution (other than CIMB) prior to giving any orders to CIMB to sell or dispose the same failing which he is liable to make good the shortfall or losses as a result of insufficient Securities.
- 22.2 In the event that the Client obtains financing from a bank or other institution (other than CIMB) on an ad hoc basis, the Client authorises CIMB to deliver Securities to such financing bank or institution as the Client's trading representative may from time to time instruct CIMB. The Client indemnifies CIMB and undertakes to hold CIMB harmless from any and all losses, damages, liabilities, costs or expenses that may be suffered or incurred by CIMB as a result of acting in accordance with such instructions.

## **23. Delinquent/Disputed Account**

- 23.1 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 and claim amount and such other appropriate information, in the event that his Account is classified by CIMB at its sole discretion as delinquent or disputed.

## **24. Suspension of Account and other Restrictions**

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

## **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, 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. 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 CIMB shall not be liable to the Client for any losses suffered by the Client as a result of the exercise of its right to force sell the Client's Securities for any fall in the market price of such Securities between the first day the right to force sell arose and the day it actually sells such Securities or as a result of any failure to force sell.
- 25.3 Any waiver of or delay in exercising the right to force sell any Securities by 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 CIMB.
- 25.4 The Client agrees that no short selling (this being the sale of Securities which is 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 CIMB, the Client agrees that in the case where there is a breach of this provision, CIMB may effect a buy-in of relevant Securities without any notice or reference to the Client.

## **Part D : Nominee Services**

### **26. Appointment of CIMB as Nominee**

- 26.1 Any Securities deposited by the Client with CIMB or purchased by CIMB on behalf of the Client, and held by CIMB for safe-keeping or otherwise may, at CIMB's absolute discretion, be registered by CIMB in the Client's name, in CIMB's name or in the name of CIMB's agent, sub-custodian or nominee.
- 26.2 The Client acknowledges that if the Securities are registered in CIMB's name or the name of CIMB's agent, sub-custodian or nominee, the Securities will be held by CIMB or 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 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 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 maintained;
  - (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 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 CIMB may in its absolute discretion stipulate;
  - (e) to delegate to any other person, whether affiliated to 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 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 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 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 such fees and charges in connection with such registration of the Securities.
- 28.2 CIMB and 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 the aforesaid if CIMB or 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 CIMB or 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 CIMB any obligation), 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 CIMB or CIMB's agent, sub-custodian or nominee, and CIMB or CIMB's agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for such action as CIMB or CIMB's agent, sub-custodian or nominee may take. The Client further undertakes to indemnify CIMB and CIMB's agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by CIMB and/or CIMB's agent, subcustodian or nominee in respect of any such action taken and of the Securities held by CIMB and/or CIMB's agent, sub-custodian or nominee.
- 28.3 The Client acknowledges and consents to the fact that any Securities belonging to him held by CIMB, its agent, sub-custodian or nominee for any reason whatsoever may be held with other Securities held for CIMB, itself or other clients of CIMB on an aggregate or omnibus basis. If this occurs, 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 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 CIMB of Securities of the same class, denomination and nominal amount, and which rank paripassu with those originally delivered to CIMB, its agent, sub-custodian or nominee, subject always to any capital reorganisation or share exchange which may have occurred.

28.4 Where the Securities are held by the custodians referred to in Clause 27.1, CIMB shall not be liable for any damages, losses (direct, indirect, special, consequential, punitive or otherwise), costs or expenses suffered or incurred by the Client in the event of default by such custodians.

28.5 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 CIMB and the Client or of any further relationship other than as is expressly provided for herein.

## **29. Powers of CIMB**

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

- (a) to request payment of and to receive, apply or exercise all, in excess or part of, interest, dividends, rights, bonus, warrants and other payments or distribution that the Client is entitled to, under the rules, bye-laws or regulations of the Exchange, in respect of the Securities held by 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 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 CIMB, 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 CIMB and where necessary make the necessary payments in reasonably sufficient time for CIMB to exercise or procure the execution of such instructions. CIMB shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and CIMB shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if 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, 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, CIMB shall not be responsible to inform the Client, inquire, investigate, take any action or make any demands in relation to such rights and the Client shall have no recourse against CIMB for any claims whatsoever arising out of or in connection with or in relation to such rights.

## **31. Proxy**

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

31.2 In addition, 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 CIMB may require.

## **Part E : Securitised Trading Account and Memorandum of Deposit (Applicable to securitised Trading Account only)**

### **32. Securitised Trading Account**

32.1 The Client confirms, acknowledges, authorises and agrees with CIMB as follows:

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

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

33.1 In consideration of CIMB granting and/or continuing to grant or make available to the Client facilities for the trading in Securities on Bursa Securities and/or any other recognised stock exchange or otherwise, the Client hereby agrees to pledge, mortgage, charge to CIMB or in 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 (hereinafter referred to as the "said Securities"); subject the terms and conditions hereof:

- (a) the Client confirms that the Client is the legal and beneficial owner of the said Securities and that the Client is entitled to pledge, mortgage and charge the said Securities to CIMB;
- (b) the said Securities will be a continuing security to CIMB for the general balance of the Client's debts due or Liabilities to CIMB, which shall include but not limited to any monies due under the Client's Trading Account;
- (c) in the event that any debt remains outstanding in the securitised Trading Account for more than ten (10) days and where written notice of such debt had been given, CIMB may at its sole discretion and at any time thereafter, without giving the Client any further notice, sell such of the said Securities to settle such debts and any excess amount will be credited to the Client's Account, in such event the Client shall have no recourse against CIMB or its nominees in respect of any loss that the Client may suffer arising out of or in relation to or connected with such sale;
- (d) the Securities may be registered by CIMB in its name or in the name of its nominees, held in scripless form in CDS Accounts opened in the Client's name, CIMB's name or in CIMB's Nominees' Pledged Account designated solely for the Client as the beneficiary. In consideration, the Client shall also indemnify and keep CIMB or its nominees indemnified against all claims, demands, liabilities, costs and expenses for which CIMB or CIMB's nominees may be liable, and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against CIMB or its nominees or which may be incurred or which may arise directly or indirectly by reason of the registration of the said Securities in the name of CIMB and/or the appointment of CIMB's nominees as the Client's nominee or by act or omission in relation thereto;
- (e) notwithstanding the aforesaid, neither CIMB nor its nominees shall be answerable or responsible for the loss of or damage to or diminution in value of any of the said Securities, however arising, while the same are in the custody, possession or control of CIMB or its nominees. Further, while the said Securities are in the

custody, possession or control of CIMB or its nominees, CIMB or its nominees shall use all reasonable efforts to ensure that any rights issue, bonus or dividends (hereinafter called "corporate actions") declared in respect of the said Securities, are subscribed with the Client's instruction/advice, received or collected by CIMB or its nominees under advice to the Client. All costs, charges and/or expenses incurred in the course of these corporate actions on the said Securities shall be debited to the Client's Trading Account;

- (f) the Client shall, immediately upon CIMB's request and at his own cost and expense, deliver to 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 CIMB;
- (g) the Client hereby acknowledges that CIMB will not be liable for any loss or damage incurred or suffered in relation to the said Securities deposited and in relation to the documents evidencing title or ownership of such securities (where applicable) under any Account unless such loss or damage is due to CIMB's gross negligence or willful default. In respect of such loss or damage due to gross negligence or willful default, CIMB will only be liable for the incidental replacement costs which are confined to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only, where appropriate, and does not include or oblige CIMB to buy back the securities for the Client on the Bursa Securities or any other stock exchanges. The replacement documents evidencing title or ownership of the said Securities shall be returned to the Client upon CIMB receiving of the same from the share registrar;
- (h) the Client hereby authorises CIMB, in the event of the sale of the said 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 CIMB to settle any outstanding debts due to CIMB;
- (i) the said Securities and any cash deposited by the Client with CIMB shall at all times remain the Client's assets and property and shall not under any circumstances whatsoever cease to be the Client's assets and property including without limitation the liquidation, receivership, judicial management, winding up of CIMB or any other proceedings related to the insolvency of CIMB; and
- (j) every notice, demand, certificate or other communication given or made by CIMB to the Client shall 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 CIMB by the Client in writing and CIMB shall not be responsible for the consequence of any notice, demand, certificate or other communication not being 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 Day Trade Facility involving trading of a particular Securities where the outstanding purchase positions are settled against sale positions of the same Securities and where the purchase and sale transactions are transacted on the same date effected via phone or i\*Trade@CIMB internet orders or any other mode are as set out or stipulated in the Rules of Bursa Securities which may be varied or amended from time to time of which the Client has read and fully understood.

#### **Part G : Multi-Currency Trust Account**

##### **35. Multi-Currency Trust Account**

- 35.1 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 due from any over-the-counter instruments.
- 35.2 The Client may from time to time make further deposits into the Multi-Currency Trust Account.
- 35.3 The Client agrees and authorises CIMB to use monies in the Multi-Currency Trust Account towards satisfaction of Liabilities owing to CIMB by the Client, including the following liabilities as and when they may fall due:
  - (a) purchases of Securities, applications for rights issues, payment of exercise price for conversion of warrants, loan stocks or options, subscriptions for initial public offers, private placement, over-the-counter instruments;
  - (b) any charges, brokerage, clearing fees, registration fees, conversion fees, transfer fees, custody/nominees 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.
- 35.4 The Client further agrees and authorises CIMB to apply monies in the Multi-Currency Trust Account towards the recovery of erroneous payments (as evidenced by the records of CIMB) previously made to the Client.
- 35.5 CIMB may, where the Liabilities and the monies in the Multi-Currency Trust Account are not in the same currency, upon the prior consent of the client, effect any necessary conversion from one currency to another at such rates of exchange as CIMB may determine at its absolute discretion on the basis of the then prevailing foreign exchange rates between such currencies.
- 35.6 The Client shall give CIMB two (2) Market Days' prior notice with respect to any withdrawal from the Multi-Currency Trust Account.

#### **Part H : Transactions In Foreign Exchanges**

##### **36. Use of Foreign Agents**

- 36.1 The Client acknowledges and agrees that in Transactions involving Foreign Securities (the "**Foreign Transactions**"):
  - (a) 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.

##### **37. Undertaking on Costs**

- 37.1 The Client undertakes to pay CIMB promptly any fees or other charges imposed by any other stock exchanges or clearing organization; 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 CIMB's gross negligence or willful misconduct.

##### **38. Foreign Rules to Prevail**

- 38.1 All Foreign Transactions are subject to the Foreign Rules.
- 38.2 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.
- 38.3 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 CIMB or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither 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 I : Electronic Communications**

### **39. Authority, Authenticity and Security**

39.1 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 CIMB or its Affiliates and the Client agrees to be bound by all such communications. CIMB shall be entitled to assume that all instructions or communications received and which bear the Client's user identification is that of the Client's and CIMB shall be under no obligation whatsoever to verify that such instructions or communications is in fact that of the Client's.

### **40. Use of Electronic Communications**

40.1 The Client understands and accepts that:

- (a) CIMB is not responsible for order-routing and 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 CIMB.

40.2 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 and such other devices as may be necessary.

### **41. Risks Relating to Electronic Communications**

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

### **42. Withdrawal of Electronic Communications**

42.1 CIMB reserves the right to alter, withdraw or stop accepting the Client's instructions given via the Electronic Communications upon giving seven (7) days notice of its intention to do so.

## **Part J : Online Services**

### **43. Provision of Online Services**

43.1 Subject to the provisions of Part I of these terms and conditions, 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.

43.2 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. CIMB may also make changes to the Website(s) and the contents thereof from time to time. CIMB shall only use reasonable endeavours to provide the Online Services. Any transmissions made by either the Client to CIMB or CIMB to the Client using the Online Services shall be on a "reasonable endeavours" basis and consequently, 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.

43.3 The Client shall be responsible for acquiring and maintaining any and all equipment necessary for utilising the Online Services. 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.

43.4 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.

43.5 The Client further agrees that:

- (i) 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) 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; and
- (iii) 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.

43.6 In this Clause 43:

- (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@CIMB Portal.
- (iii) "**Third Party Content**" means any other information or content provided by any party other than CIMB on i\*Trade@CIMB.

43.7 In order to utilise the Online Services, it may be necessary for 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 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 CIMB and all copies and documentation in respect thereof in the Client's possession or control shall be returned to CIMB or destroyed.

### **44. Deposit and Charges**

44.1 The Client may be required to place a deposit with CIMB before the Client can begin utilising the Online Services. CIMB may use such deposit to set-off against 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 Online Services.

44.2 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.

### **45. Password and Security**

45.1 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 CIMB for the purposes of gaining access to the Online Services. The Client undertakes to safeguard the Security Information provided by CIMB.

- 45.2 CIMB may assume that any person using a Website with the user name and password of the Client is either the Client or is so authorised to act for the Client. In this regard, the Client agrees that no claims shall be made by the Client or on the Client's behalf in respect of any losses, costs and expense incurred by the Client as a result of such unauthorised usage of Security Information.
- 46. No Representation**
- 46.1 The Client acknowledges that the Online Services are made available to the Client by 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 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.
- 47. No Offer or Solicitation**
- 47.1 The content of the Website(s) shall not be used or considered to be an offer to sell or a solicitation to buy Securities or any other instruments or products from 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 complied with all applicable Malaysian Rules and Foreign Rules when he continues to access the Website(s).
- 48. Provision and Publication of Information**
- 48.1 The Client agrees that CIMB does not guarantee nor warrant the accuracy, completeness, timeliness of any information provided by 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.
- 48.2 The Client agrees that he cannot delete copyright or other intellectual property rights notices from printouts of electronically accessed information.
- 48.3 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 CIMB and/or the Website(s).
- 49. Disruption, Suspension and Termination of Services**
- 49.1 The Client agrees that 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.
- 49.2 The Client also agrees that use of Online Services may be delayed or affected by:
- (a) the failure or interruption of telephone network, computer network or other system that are 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 CIMB, including but not limited to that in Clause 53.
- 49.3 The Client must give 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 CIMB only upon actual receipt thereof by 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 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 later.
- 50. Confidentiality and Intellectual Property**
- 50.1 The Client agrees with and covenants to 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 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 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.
- 50.2 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 CIMB) secure and confidential and not allow any person to have access to them other than CIMB's authorised personnel who require such access to operate the Services extended to the Client herein;
  - (b) acknowledges that CIMB is the owner of all copyright, designs, logos, trade names, trademarks, service marks and all other intellectual property (collectively "Intellectual Property") in, under or to the services extended to the Client herein, the Website and the content contained in the Website which shall at all times remain vested in CIMB;
  - (c) confirms that the Client does not own any Intellectual Property right belonging to CIMB and that nothing in these terms and conditions nor through the usage of the services extended to the Client herein 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 CIMB's rights to the Intellectual Property and shall safeguard and protect the Intellectual Property at all times.
- 51. Exclusion of Liability from Use of the Online Services**
- 51.1 The Client acknowledges and agrees that CIMB shall not be liable for any direct, indirect, incidental, punitive, special or consequential loss, damages, costs, and charges suffered by the Client or any other party howsoever caused arising directly or indirectly in connection with the Online Services, the Website(s) and/or any electronic instruction.

## **Part K : 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 CIMB through the Electronic Payment. In order for the Client to utilise the Electronic Payment for Shares Service, the Client shall execute such forms and/or documents that CIMB may require from time to time.
- 52.2 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. 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 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 CIMB.

- 52.3 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 the Transactions or in respect of any other amounts that may be due and owing by the Client to CIMB before applying such payment or any part thereof in respect of the Transactions.
- 52.4 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 or any other Transactions. Such errors, inaccuracies or omissions shall not prejudice or affect in any way the Client's obligation to pay all and any amounts owing to CIMB.
- 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 CIMB shall not constitute payment to CIMB. Until such time that CIMB has received payment in respect of the Transactions in full or any or all sums owing to it by the Client, CIMB shall be entitled to exercise its full rights under these terms and conditions or at law without reference to the Client.
- 52.6 The Client acknowledges and agrees that CIMB shall not be liable for any direct, indirect, incidental, punitive, special or consequential loss, damages, costs, and charges suffered by the Client or any other party as a result of any failure by the Licensed Financial Institution to credit payment of the Sales Proceeds into the client's Designated Bank Account or as a result of any malfunction, partial or total failure of any machine, data processing system, electronic transmission or communications system howsoever caused.

#### **Part L : Miscellaneous Provisions**

##### **53. Force Majeure**

- 53.1 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 CIMB's control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing house, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of 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 Subject to Clause 3 hereof, in respect of orders made through the telephone or the internet trading facilities or Online Services, all verbal notices, instructions or communications from the Client to CIMB shall be followed by a confirmation in writing and CIMB may but shall not be obliged to act on any verbal notices, instructions or communications unless the same have been confirmed in writing. All notices, instructions or other communications sent by the Client to CIMB shall not be effective until actual receipt thereof by CIMB.
- 54.3 Subject to Clause 54.2, all notices, instructions and other communication given by letter, telex, fax transmission or other electronic means (including e-mail) shall be addressed to or left, in the case of CIMB, at the business address of CIMB at the relevant time and in the case of the Client, at the address stated in any agreements entered into between CIMB and the Client or as notified in writing to CIMB by the Client from time to time. All such notices, instructions or other communications given by CIMB to the Client as aforesaid shall 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 telex, facsimile or other electronic means upon despatch.
- 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 CIMB (and in this connection 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 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 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. Disclosure of Information**

- 57.1 Subject to the provisions below which (i) prohibit disclosure of information to companies within the group of CIMB as well as companies within the group of CIMB Group Holdings Berhad, CIMB's ultimate holding company ("the Group Companies") if objected to by the Client; and (ii) require the Client's express consent for disclosure of information to third parties for the stated purposes, the Client hereby agrees and authorises CIMB to disclose to any of its regulators, agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the Group Companies, whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia, any information relating to the Client, the Client's affairs and/or any accounts maintained by the Client with CIMB for facilitating the business, operations, facilities and services of or granted or provided by CIMB and/ or the Group Companies to their customers and any of such Client's information to the extent required by any applicable law, rules, regulation, order of a court of competent jurisdiction or any government, supervisory or regulatory authority.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of CIMB and/ or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Client by writing to CIMB at the following address (which may be changed by CIMB from time to time by notice to Client): 17th Floor, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Further, where CIMB intends to share the Client's information (excluding information relating to the Client's affairs or account) with third parties for strategic alliances, marketing and promotional purposes, CIMB shall ensure that consent from the Client has been obtained.

- 57.2 As an Authorized Depository Agent of Bursa Depository, CIMB is hereby 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 CIMB as and when CIMB shall see fit and/or deem necessary in 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 CIMB's employees or any other person as CIMB may think fit or necessary, information in relation to all the Client's trading accounts and/or Accounts with CIMB and details of transactions entered into by the Client as well as shareholdings held beneficially or owned by the Client (including but not limited to viewing, making balance enquiries and/or requesting and receiving statements of account).

For the avoidance of doubt, the authorisation in Clause 57.2(b) will remain in full force unless revoked by the Client in writing to CIMB,

**AND** the Client hereby agrees that the Client shall not hold CIMB, any of CIMB's officers, employees, agents, representatives or dealer's representative responsible or liable for disclosure of such information whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto.

- 57.3 The Client hereby authorises 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 CIMB may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as 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 CIMB may require.
- 57.4 The Client agrees to provide any information as CIMB may require and/or as is necessary to verify the Client's identity and do all things necessary to enable 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 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 CIMB has not been provided by the Client.
- 57.5 Pursuant to the requirements of the Personal Data Protection Act 2010, CIMB is required to obtain the Client's consent for the processing of Client's personal data. Therefore, the Client hereby consents to CIMB's processing of the Client's personal data which the Client may provide to CIMB now and from time to time in connection with the services herein provided by CIMB to Client. The Client hereby confirms that the Client has read, understood and agrees to be bound by the CIMB Group Privacy Notice (which is available at [www.itradecimb.com.my](http://www.itradecimb.com.my)) ("**Privacy Notice**") and the clauses herein, as may relate to the processing of the Client's personal information. For the avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

In the event the Client provides personal and financial information relating to third parties, including information relating to his/her next-of-kin, individual guarantors and dependents (where Client is an individual) or information relating to its directors, individual shareholders, officers, individual guarantors and security providers (where it is a corporation), for the purpose of opening or operating an Account with CIMB or otherwise subscribing to CIMB's Investment Products and/or Services, the Client:-

- (a) confirms that it/he/she has obtained their consents or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with this agreement, the provision of CIMB's service and the continuing operation of the Client's Account;
  - (b) agrees to ensure that the personal and financial information of the said third parties is accurate;
  - (c) agrees to update CIMB in writing in the event of any change to the said personal and financial information; and
  - (d) agrees to CIMB's right to terminate this agreement should such consent be withdrawn by any of the said third parties.
- 57.6 Where the Client instructs CIMB to effect any sort of cross-border transaction or Foreign Transaction (including to make or receive payments), the details relevant to the cross-border transaction or Foreign Transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing CIMB and/or CIMB's agents to enter into any cross-border transaction on the Client's behalf, the Client agrees to the above said disclosures on behalf of the Client and others involved in the said cross-border transaction or Foreign Transaction.
- 57.7 CIMB may use a credit reporting/reference agency to help make decisions, for example when CIMB needs to:
- (a) check details on applications for credit and credit-related or other facilities;
  - (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Client's Accounts and portfolio(s); and/or recover debts. Client will be linked by credit reporting/reference agencies to any other names used by Client or have been used by Client, and any joint and several applicants. CIMB may also share information about the Client and how Client manages its Account(s) with relevant credit reporting/reference agencies.
- 57.8 Without derogation to anything herein provided in Clause 57 and specifically with respect to individual Clients - Even after the Client has provided CIMB with any information, the Client will have the option to withdraw the consent given earlier. In such instances, CIMB will have the right to not provide or to discontinue the provision of any product, service, Account(s) and/or facility(ies) that is/are linked with such information.
- 57.9 Without derogation to anything herein provided in Clause 57 and specifically with respect to corporate Clients – In the event that the said consent or authority referred to in clause 57.5 above is subsequently revoked by any of the said third parties, the Client agrees that CIMB shall have the absolute right to terminate this Agreement or close the Account for which the consents of such third parties are related to the provision to the Client of CIMB's services or which may be required for the carrying on of any services herein by CIMB.
- 57.10 CIMB reserves the right to amend this clause from time to time at CIMB's sole discretion and shall provide prior notification to the Client in writing and place any such amendments on our websites and/or by placing notices at the banking halls or at prominent locations within CIMB branches.

For the purposes of this Clause 57, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in the Companies Act 2016 and Affiliates that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "us", "we" and "our" are to be read as references to the CIMB Group.

This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

## **58. Unclaimed Property**

- 58.1 If there are any monies or Securities (generally to be hereafter referred to as "**property**") in the Account which is unclaimed by the Client seven (7) years after CIMB receives such property and 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) years in which CIMB holds the property, and to the extent permitted by law, for each subsequent year after the seventh (7th) year in which CIMB holds the property, CIMB shall be entitled to charge a fee in respect thereof, in such amount as CIMB may determine in its absolute discretion, which fee shall immediately be an amount due to CIMB. The Client agrees that such fees shall be applied against the property where possible, or, at CIMB's sole and absolute discretion, against such other monies or Securities in CIMB's custody or standing to the credit of any of the Client's Accounts with 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) 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).

## **59. General Warranties, Representations and Undertakings**

- 59.1 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 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 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, executive 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) 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 these terms and conditions or a Transaction;
  - (d) all the particulars and information given to 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 CIMB and the Client shall furnish CIMB promptly with such further additional and/or material change of information as 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 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 CIMB, including but not limited to change in address, contact particulars and residency and tax status;
  - (h) the Client is the underlying principal of 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 placed or to be placed with CIMB, its agents or nominees from time to time or has authority from the true owner to deal with such Securities and that such Securities are fully paid for;
  - (j) the Client has good title to the Securities and the Client can sell through CIMB and undertake to promptly deliver to 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 CIMB or used in the purchase of the Securities by the Client does not contravene any laws in Malaysia;
  - (l) no bankruptcy or no winding-up proceedings have commenced or an application is made for a judicial management against the Client and the Client is not a defaulter on Bursa Securities Defaulters List; and
  - (m) the Client shall confirm the accuracy of all personal details and other particulars within fourteen (14) days of notice by CIMB that the Client's Account has been first opened and in all other cases, promptly as and when requested by CIMB.
- 59.2 The Client authorises CIMB to verify, in any manner with any third party, the information furnished herein or from time to time as CIMB may deem fit. The Client also authorises 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 CIMB may deem fit, for any purposes which CIMB may deem fit. Notwithstanding this Clause, the Client's representations, warranties and undertaking are given irrespective of whether 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 CIMB under the Client's representations, warranties and undertaking.
- ## **60. Indemnity**
- 60.1 The Client undertakes to fully and effectively indemnify CIMB and its Affiliates, and keep 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 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 CIMB on demand at any time or from time to time.
- ## **61. Termination**
- 61.1 The Transactional Services may be terminated:
- (a) for any reason whatsoever by the Client and/or CIMB giving seven (7) Market Days' notice in writing; or
  - (b) by CIMB immediately upon the occurrence of an Event of Default.
- 61.2 Upon termination of the Transactional Service as set out in Clause 61.1, 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 any debit balance and after deduction of CIMB's outstanding fees and expenses, if any. Such notice to terminate the Transactional Service 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.
- 61.3 The termination of the Transactional Service shall not prejudice, impair or otherwise adversely affect any of CIMB's rights over any Collateral or the repayment of any or all outstanding obligations of the Client until such time as all the obligations and liabilities of the Client to CIMB is discharged and paid in full.
- 61.4 Upon or at any time after the termination of the Transactional Service, provided that all outstanding sums owed to CIMB by the Client shall have been discharged and paid in full and CIMB shall have executed a full and proper acknowledgement and discharge in respect thereof, CIMB shall transfer the Collateral and all other Securities which are then held by CIMB or such person as per the Client's written instruction. In the absence of such notification by the Client to CIMB or upon the expiry of the notice to terminate the Transactional Services, CIMB is authorised to dispatch 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, 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, CIMB shall have no further liability for the delivery and/or transfer thereof.
- 61.5 Without prejudice to any other rights or remedies which CIMB may have at law or in equity or under these terms and conditions, upon termination of the Transactional Service 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 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 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.
- 61.6 Notwithstanding anything contained in Clause 54 service of notice of termination by the Client to CIMB shall be effective only upon actual receipt thereof by CIMB.
- 61.7 To the fullest extent permitted by the law, CIMB shall not be liable to the Client for any claims, costs, damages or losses (direct, indirect, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of a termination of the Account or the Transactional Services or part thereof by CIMB.

- 61.8 Any fees, expenses, costs and other charges of CIMB accrued or incurred up to the effective date of termination shall be paid by the Client.
- 61.9 After the termination of the Transactional Services, CIMB shall close the Account at such time that it deems appropriate.
- 62. Electronic Records of Contract Notes and Statement of Account**
- 62.1 The Client agrees and consents to the receipt of contract notes and statements of account from CIMB in the form of an electronic record through the Electronic Communications should CIMB in their discretion make these available to the Client. If the Client no longer wishes to receive contract notes and/or statements of account in the form of an electronic record, the Client shall give seven (7) calendar days' written notice of such wish to CIMB.
- 62.2 In the case of electronic records of contract notes and/or statements of account despatched to the Client by electronic mail, the Client shall be deemed to have received such electronic records immediately after despatch of such electronic records from CIMB's electronic mail server. In the case of electronic records of the contract notes and statements of accounts posted on the Website(s), the Client shall be deemed to have received such electronic records immediately after it has been posted on the Website(s) for the Client to retrieve.
- 62.3 In the event CIMB is unable to successfully send any statement of account due to any reason whatsoever to the Client after two (2) continuous attempts, CIMB shall have the discretion to send to the Client the statement of account by any other method, including by regular post.
- 62.4 The Client acknowledges and agrees that any electronic transmitted information 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. 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. Electronic Records and Admissibility**
- 63.1 The Client agrees to the admission of electronic records, whether owned or maintained by 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.
- 64. Malaysian Rules**
- 64.1 In respect of Transactions involving Securities traded on the Bursa Securities, these terms and conditions shall be read with the Malaysian Rules.
- 64.2 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 64.1, 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.
- 64.3 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.
- 65. Laws and Jurisdiction**
- 65.1 The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CIMB will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and CIMB shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.
- 66. No Assignment**
- 66.1 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 CIMB.
- 66.2 CIMB may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account to any person CIMB deems fit, or change the office through which any transaction is booked, or through which CIMB makes or receives payments or deliveries for the purpose of any transaction.
- 66.3 These terms and conditions shall be binding on the Client and its successors in title, permitted assigns, heirs, executors, administrators, personal representatives, receivers 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 CIMB, or the consolidation, amalgamation or otherwise of the Client into or with any other entity, or the consolidation, amalgamation or otherwise of CIMB into or with any other entity (in which case the terms shall be binding on the successor entity).
- 67. Entire Agreement and Amendments**
- 67.1 These terms and conditions, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.
- 67.2 The Client acknowledges and agrees that the Client will always abide by all terms and conditions imposed by CIMB relating to the services extended to the Client herein and the Client's Account and that CIMB may at any time and from time to time impose, amend, modify, supplement and/or vary such other terms and conditions in CIMB's sole and absolute discretion. Upon the imposition, amendment, modification, supplemental and/or variation being posted by 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).
- 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 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 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.
- 67.3 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 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 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 CIMB and myself/ourselves, I/we should carry out a comprehensive review of 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 Malaysia Securities Berhad ("**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, 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. CIMB will process the corporate event to the best of CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition. 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 CIMB, for CIMB to exercise or procure the execution of such instructions. I/We acknowledge that failing to comply with 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. OTHER RISKS

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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. CIMB will process the corporate event to the best of CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition. 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.

## 7. NON-ADVISORY NATURE OF RELATIONSHIP

Unless I/we have a specific agreement with CIMB for the provision of financial advisory services I/we should note and accept that 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. Any answers provided by CIMB or its employees or representatives to answer my/our queries should not be assumed to be backed by any prior reasonable due diligence or research or specifically suitable for reliance by myself/ourselves without me/our first independently confirming that the answer is intended as specific advice to and is suitable for or to my/our specific investment objectives, financial situation and particular needs or me/us verifying the same with my/our independent advisers on its specific suitability for my/our specific investment objectives, financial situation and particular needs.



## **General Terms and Conditions – Islamic Broking**

## **CIMB's General Terms and Conditions – Islamic Broking**

**THIS DOCUMENT** states the terms and conditions which govern the relationship between CIMB Investment Bank Berhad (“**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 such account, including any sub-account, as may be necessary and expedient for the performance of Transactional Services including but not limited to the Multi-Currency Trust Account which the Client may have with CIMB or any of its Affiliates;

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

“**Affiliates**” includes a related corporation (as defined in the Companies Act 2016) of CIMB or a corporation that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, CIMB;

“**Authorised Person**” means a person authorised in writing by the Client to provide instructions to CIMB in relation to Transactions on behalf of the Client, and whose instructions will be accepted by CIMB and 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;

“**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 (a) deposit of cash, monies and/or all other property of the Client held by CIMB or its Affiliates or in the custody or control of CIMB or its Affiliates from time to time; (b) Securities listed on a securities exchange; and (c) such other Securities or instruments or asset, in whatever form, as 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 asset and to the income, dividends thereon, whether now or hereafter held by CIMB or in transit to CIMB or to CIMB's nominee;

“**Conflict of Interest**” shall include, without limitation, the following situations: (a) CIMB or its Affiliates undertaking Proprietary Activities resulting in CIMB or its Affiliates taking positions identical, similar or related to that transacted by CIMB or its Affiliates with or for the Client; (b) CIMB or its Affiliates, as principals, being a party to transactions with the Client; (c) CIMB or its Affiliates undertaking Proprietary Activities, including without limitation hedging transactions, which are related to transactions undertaken by 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 CIMB or its Affiliates with or for the Client; or (d) 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 CIMB or its Affiliates;

“**Designated Bank Account**” means such bank account maintained by Client with the Licensed Financial Institution and designated by the Client to CIMB as the bank account for effecting the payment of sales proceeds via Electronic Payment;

“**Electronic Communication**” means any electronic or interactive product or service offered by CIMB, which allows the Client to communicate with 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 or other device to the internet or a telecommunications network;

“**Electronic Payment**” means the payment by or to the Client for the Transactions or other sums 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 trading of securities whereby payments are facilitated via Electronic Payment or payments by CIMB to the Client via electronic payment;

“**Event of Default**” means (a) where the Client is an individual, immediately upon the death or the bankruptcy of the Client or upon the Client petitioning for a voluntary arrangement under the Bankruptcy Act 1967 (or any revision or supplemental act thereto) or upon the Client becoming of unsound mind; or (b) where the Client is a corporation, immediately upon 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 upon the Client being unable to pay its debts within the meaning of the Companies Act 2016 or upon 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 upon 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 upon a material adverse change in the Client's financial position which in CIMB's opinion, may affect the Client's ability to perform his 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 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 securities regulating legislation 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 not remedying such failure within such time period as may be specified by CIMB at its absolute and unfettered discretion whether in writing or otherwise, and where such failure arises in relation to any outstanding obligation, an Event of Default shall be deemed to have occurred if such default is not remedied within fourteen (14) days 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 Transactions are effected;

“**Foreign Agents**” shall have 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 any governmental or regulatory authorities of any foreign country, whether having the force of law or not, and all applicable laws in such foreign country which CIMB and/or the Client may be bound or which applies to any of the Transactions and 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"** shall have the meaning ascribed to it in Clause 37.1;

**"General Information"** shall have 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 CIMB may provide to the Client from time to time;

**"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 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 the Bank's Shariah Committee in accordance with the guidelines issued by relevant regulators as may be amended from time to time;

**"Liabilities"** means the present, future, actual or contingent liabilities owed by the Client to CIMB in respect of the Transactional Services and the Transactions;

**"Licensed Financial Institution"** means a financial institution licensed by Bank Negara Malaysia under the Financial Services Act 2013 (FSA) and Islamic Financial Services Act 2013 (IFSA);

**"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 Securities Laws 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 a day on which CIMB is open for business or a day on which the relevant Exchange on which the Transactions are carried out is open for trading;

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

**"Online Services"** means the internet based electronic facility(ies) that CIMB makes, will make or has made available from time to time to the Client that will enable the Client to effect the Transactions and/or obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication whether in respect of the Transactions or otherwise;

**"Proprietary Activities"** shall mean dealings in Securities undertaken by CIMB for its own benefit;

**"Rules of the Bursa Depository"** means any rules, regulations, guidelines or policies issued by the 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 the proceeds arising from the Transactions;

**"Secured Indebtedness"** shall have the meaning ascribed to it in Clause 6.1;

**"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 include any right, option or interest in respect thereof but does not include futures contracts; and/or (d) such securities as stipulated from time to time under the CMSA.

**"Securities 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 deposit of Securities and for dealing in Securities by the depositor;

**"Securities Laws"** means the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories) Act 1991 and the Rules of the Bursa Depository 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;

**"Security Information"** shall have the meaning ascribed to it in Clause 46.1;

**"Shariah"** Shariah means Islamic law which includes the rulings of the Shariah Committee of CIMB Islamic Bank Berhad, 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 which govern the provision of the services as set out herein and as supplemented, modified or amended from time to time;

**"Traded Currency"** shall have the meaning ascribed to it in Clause 17.2;

**"Trading Account"** means the Account designated by CIMB through which the Transactions are to be effected;

**"Trading Representative"** means a holder of a capital markets services representative's license and shall also include an Authorised Officer of CIMB Bank Berhad who is authorized to carry on regulated activities pursuant to Section 76(6)(c)(ii) of the Capital Markets and Services Act 2007;

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

**"Transactions"** means Client's transaction of Securities;

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

**"Wadiah Yad Amanah"** means safe-keeping deposit;

**"Website"** means the website owned, operated, maintained and/or designated by CIMB and accessible at the internet uniform resource locator (URL) designated by CIMB from time to time that will enable 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 shall not affect the interpretation thereof. 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.

## **Part B : Terms Applicable Generally**

### **2. Opening, Closing or Suspending of Account**

- 2.1 The Client hereby requests and authorises CIMB to open the Account in the Client's name including, if necessary, such Securities Accounts with the Bursa Depository or any centralised depository or clearing agency as may be necessary for the provision of the Transactional Services.
- 2.2 The Client agrees that he will at all times comply with and observe all the Malaysian Rules and/or the Foreign Rules. The trading (and continued trading) of Securities under the Account is at the discretion of CIMB and subject to compliance of these terms and conditions by the Client. CIMB shall not be obliged to give any notice to the Client or provide any reasons for the variation of any trading limit, or the suspension or termination of the Account. The Client agrees that CIMB and its Affiliates shall not be responsible or 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 any insufficient trading limit(s) (howsoever caused) in respect of the carrying out of any Transactions by the Client. The Client further agrees that CIMB shall have the right at any time to refuse to act on the Client's behalf, refrain from executing the Client's orders or limit the purchases or sales ordered by the Client without having to disclose any reason whatsoever for CIMB's refusal to act.
- 2.3 All transactions by CIMB on the Client's behalf shall be subject to the Malaysian Rules and/or the Foreign Rules and/or the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the relevant stock exchanges on which the Securities are listed and its clearing organisation on which such transactions are executed or cleared by CIMB or CIMB's agents or any of its respective affiliates for the Client's Account. CIMB shall not be liable to the Client as a result of any action taken by CIMB or CIMB's agents or any of their respective affiliates to comply therewith, including, without limitation, any liquidation, in whole or in part, of the Client's positions or any other action taken, in the event that any relevant stock exchange requires the same.
- 2.4 The Client may be required to place a deposit with CIMB before the Client can begin utilising the Account. CIMB may 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.
- 2.5 The Client agrees that CIMB may have the absolute discretion to close or suspend the Client's Account without giving any reason whatsoever (including but not limited to the non-trading nature of the Client's Account, amounts owing to CIMB or it being dormant).

### **3. Records of Instructions / Confirmation**

- 3.1 The Client agrees that all orders made through the telephone or the internet trading facilities or Online Services shall be deemed to be confirmed and binding on the Client without any requirement to furnish proof to CIMB. In this regard, CIMB may operate the Client's Account and execute trades upon receipt of either the Client's oral or written instructions believed by CIMB to be authentic or genuine and to have been given by such one or more person(s) as notified by the Client from time to time in writing and CIMB shall not be made responsible or liable for any loss whatsoever (direct, indirect, special, consequential, punitive or otherwise) that may result from unauthorised instructions. CIMB is entitled (but not obliged) to seek further evidence to confirm or verify the authenticity of any instructions given or purported to be given by the Client, without incurring any liability in that respect.
- 3.2 Where any dispute arises between the Client and CIMB in connection with or relating to the instructions or communications, whether electronic or otherwise, given by the Client or the Authorised Person in relation to the Transactional Services, CIMB's record of such instructions or communications shall 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 CIMB desirable to ratify or confirm anything done by 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**

Except as otherwise provided in these terms and conditions, the Client agrees to pay Late Payment Charges on all sums due to CIMB at such rate as provided in Schedule 1 as may be prescribed by 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.

### **5. Set-Off and Lien**

- 5.1 The Client agrees that the assets forming the Collateral will serve as collateral for the Liabilities to CIMB.
- 5.2 CIMB shall at all times have a general and continuing lien over all or any of the Collateral, cash amounts and Securities in its custody to secure the payment of all monies now or later due and payable actually or contingently whether under these terms and conditions or otherwise howsoever. CIMB is entitled to combine and consolidate all the Client's Accounts which the Client may have with 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 CIMB or any of its Affiliates against the Liabilities.
- 5.3 If an Event of Default occurs or is threatened against the Client, the Client authorises 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 is fully aware and acknowledges that the Collateral (and/or the proceeds of sale thereof) may be immediately set-off in or towards satisfaction of the Liabilities (whether in whole or in part) if an Event of Default occurs.
- 5.4 In so far as any Liabilities to CIMB are contingent or future liabilities, CIMB's liability to the Client in respect of the sum(s) 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 Liabilities, be suspended, until the happening of the contingent or future event and such sum(s) is, in the absolute discretion of CIMB, applied in satisfaction of the Liabilities.
- 5.5 The security hereby created over the Collateral by this Clause 5 shall be a continuing security for the discharge of the Liabilities that may now or hereafter be due, owing, incurred or payable by the Client to CIMB and shall not prejudice any other security rights which CIMB may have in respect of the Collateral.
- 5.6 The Client authorises CIMB to deal in any manner including but not limited to sale or disposal of the whole or part of the Securities pledged to CIMB or howsoever held or maintained under or in relation to the Client's account (including the Client's CDS Account) including without limitation to the utilisation of all or any cash or Securities standing to the credit of the Client's Account at any time without notice to the Client and utilise the proceeds to set off and discharge any or all the Client's Liabilities and obligations due and owing to CIMB. The Client further agrees that CIMB shall not be liable for any claims whether in contract, tort or otherwise, for any demands, actions or proceedings, losses and expenses including legal costs and all other liabilities of whatsoever nature or description which may be incurred or suffered by the Client arising from the sale of the said Securities.
- 5.7 The Client also agrees that CIMB may at its absolute discretion refuse to act on the Client's instruction to effect transfer/withdrawal of Securities held in the Client's CDS Account in the event there is an outstanding debt or Liabilities due to CIMB in the Client's trading account.

### **6. Continuing Security**

- 6.1 All the Collateral shall be charged to CIMB by way of equitable charge as a continuing security for (i) the payment of all sums that may from time to time become due to CIMB or any other party so appointed by CIMB whether under or by virtue of these terms and conditions or otherwise, including all fees, commissions, brokerage charges and/or all other amounts due to CIMB or otherwise arising under or in respect of any of the Transactional Services or the Transactions; and (ii) the performance of any of the Client's obligations to CIMB, whether under or by virtue of these terms and conditions or otherwise, (collectively, the "**Secured Indebtedness**") and so that subject as aforesaid:

- (a) the charge hereby created shall be free from all encumbrances and adverse interest, or take priority over all other interest in the monies and/or Securities;
  - (b) if the Client shall default in discharging on demand any sum hereby secured, CIMB may at any time thereafter immediately upon giving notice to the Client, retain, apply, sell or otherwise dispose of or cause to be sold or otherwise dispose of all or any of the Collateral charged in accordance with this Clause 6.1 and apply the net proceeds thereof in or towards the discharge of the Secured Indebtedness at such time or times and in such manner and generally on such terms as CIMB may in its absolute discretion think fit for which purposes CIMB may convert any monies or proceeds of sale into any currency at such rate of exchange as it may in its discretion think fit;
  - (c) CIMB is hereby granted an irrevocable power of attorney for and on behalf of and in the name of the Client or otherwise to execute all documents and do all acts and things necessary or appropriate to sell or dispose of or complete the sale or disposal of all rights title and interest to and in any of the Securities liable to be sold or disposed of under Clause 6.1(b); and
  - (d) the charge hereby created shall be in addition and without prejudice to any lien, rights of retention or other rights to which CIMB is or may become entitled under the law or by virtue of these terms and conditions or otherwise.
- 6.2 The security created by Clause 6 shall become immediately enforceable and the power of sale and other powers conferred by applicable laws, rules and regulations (as varied and extended by Clause 6) and all the other powers conferred on the Client by Clause 6 shall be immediately exercisable at any time after the Client shall have failed to pay or satisfy when due and in the manner provided in these terms and conditions any part or parts of the Secured Indebtedness.
- 7. Exclusions**
- Except as expressly provided in these terms and conditions, CIMB does not make any other 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 CIMB's entire liability (including any liability for the acts and omissions of its Affiliates, and the respective officers, employees and agents of 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 CIMB, its 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.
- 8.2 CIMB's maximum liability (including, without limitation, tortious liability (if any) for damages, losses, costs or expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of 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 CIMB shall not be liable to the Client in respect of any loss of profits or goodwill, or any direct (save as provided in these terms and conditions), indirect or consequential losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Client as a result of any action brought by a third party, even if such losses, costs or expenses are reasonably foreseeable or CIMB had been advised of the possibility of the Client incurring the same.
- 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 CIMB as being the Client's successor(s) in the event of the Client's death or incapacity. Upon the Client's death, 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 CIMB evidence, to the satisfaction of CIMB, that the Malaysian courts have appointed 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 herein if the Client commences to trade through CIMB or to use any of the services set out in these terms and conditions. For the avoidance of doubt, all such transactions executed on the instructions of the Client or any Authorised Person, will be governed by these terms and conditions.
- 11. Proprietary Trading**
- 11.1 CIMB or its Affiliates may from time to time deal in Securities with or for the Client in circumstances where 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 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 CIMB acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), 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 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, are 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 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, 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 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, financial and other relevant circumstances.

### 13. Disclaimers relating to Information and Advice

13.1 Without prejudice to or detracting from any other provision of these terms and conditions, the recommendation or advice the Client may receive from any of 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, and any other Investment Products and/or Services given by 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, CIMB:
  - (1) did not take 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 is 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 CIMB to be reliable, are opinions only, and may be inaccurate, incomplete and unverified; and
- (f) 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 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 CIMB to him.

13.3 The Client understands and acknowledges that any trading recommendations and market or other information communicated by CIMB to the Client are incidental to the provision of services by CIMB to the Client under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by 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 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 CIMB may in its absolute discretion charge a service fee for the maintenance of an Account and 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, CIMB may, notwithstanding anything in Clause 62, terminate such Account without giving notice to the Client.

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

14.3 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 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 CIMB. 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 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 goods and services tax, other taxes or levies imposed by law or required to be paid in respect of any monies payable to or received or receivable by CIMB or any expenses incurred by CIMB, shall, except to the extent prohibited by laws, be borne and paid by the Client and CIMB shall be entitled to debit the Account. Further, where applicable, CIMB may issue, transmit or made available tax invoice to the Client by electronic means and the Client hereby agrees and consents to receiving such electronically transmitted tax invoice.

14.5 The Client acknowledges that from time to time, 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 CIMB may retain for the benefit of CIMB and without any obligation to account to the Client any commission, discounts, fees, or other monies which 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 CIMB or any other dealings in respect of the Securities or Investment Products and/or Services.

14.6 The Client acknowledges and agrees that 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 shall be made in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature whatsoever 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 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 CIMB.

15.2 Trading Representatives are not authorised to collect payment or to handle Securities on behalf of CIMB. The Client acknowledges that if the Client chooses to effect payment or to deposit Securities by delivering a cheque or Securities to his Trading Representative, such Trading 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 CIMB receives the cheque or Securities from the Trading Representative and not when the cheque or Securities are delivered to the Trading Representative.

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

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



CIMB shall deposit such monies into the Trust Account. The Client agrees that CIMB may, for the purpose of depositing monies received on account of the Client which are denominated in a foreign currency in the 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 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 CIMB**

- 16.1 Any payment by CIMB to the Client shall be less any fees, commission, brokerage charges or expenses incurred in connection with the Transactional Services or any other sums which may be owed to 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 the Client's authorised signatory and will discharge CIMB from any liability to the Client or to any other party. Erroneous payments (as evidenced by the records of CIMB) made by CIMB to the Client will immediately constitute a debt owing to CIMB by the Client which must be immediately repaid to CIMB and which at the option of CIMB may also be recovered by way of set-off from future amounts held by CIMB for and on behalf of the Client or owing by CIMB to the Client.

#### **17. Foreign Exchange Risks**

- 17.1 All Transactions for any Account or any of the Transactional Services or 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 CIMB agrees, in any other currency requested by the Client, but at a rate of exchange determined by 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 CIMB to carry out a contra trade or set-off in relation to any Securities denominated in a foreign currency (the "**Traded Currency**"), 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 CIMB.

#### **18. Agents**

- 18.1 CIMB is authorised to employ agents to perform all or any part of CIMB's duties hereunder and to provide information regarding the Account to such agents. At the Client's costs, 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. Trading Representatives**

- 19.1 Unless otherwise notified to the Client in writing by CIMB, the Client acknowledges and agrees that, in respect of the Transactional Services, the Trading Representative shall be deemed to be the Client's agent whether or not such Trading Representative is deemed to be engaged or employed by the Client in law, and CIMB shall not be liable to the Client in respect of any acts (fraudulent or otherwise) or omissions of such Trading Representative and any loss or damage that may be suffered or incurred by the Client in respect of the acts or omissions of such Trading Representative.
- 19.2 The Client acknowledges and agrees that there could be cases where a Trading Representative may be required to undertake the provision of services to the Client outside the premises of CIMB. 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 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 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 CIMB does so give effect to any instruction or order, CIMB reserves the right to thereafter unilaterally withdraw instruction or 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 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). 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, 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 CIMB from any liability arising therefrom.
- 20.5 While CIMB shall make reasonable efforts to ensure that the product information, pricing and rates on 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, CIMB shall have the right at its sole and absolute discretion, to refuse avoid nullify and/or cancel any orders placed, transactions effected in your account and any consequential transaction effected due to or arising from the inaccurate, incorrect or incomplete information. 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 CIMB is the counterparty, the Client must note that CIMB deals with the Client at arm's length as his counterparty in relation to the said purchase. In such a case, unless CIMB agrees in writing or unless otherwise required by law, 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 CIMB by the Client could result in a loss to the Client and again to CIMB. 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 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 CIMB. The Client should consider these costs in any risk assessment made by the Client. The Client should be aware that CIMB is engaged in customer-driven and proprietary activities in many markets. These general activities, as well as 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 CIMB) the Client authorizes CIMB to transfer any Transactions effected in that account to the Account should the said 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 CIMB). Further, the Client shall always ensure that he has the requisite Securities in that other account maintained through a financial institution (other than CIMB) prior to giving any orders to CIMB to sell or dispose of the same failing which he is liable to make good the shortfall or losses as a result of insufficient Securities.
- 22.2 In the event that the Client obtains financing from a bank or other institution (other than CIMB) on an ad hoc basis, the Client authorises CIMB to deliver Securities to such financing bank or institution as the Client's trading representative may from time to time instruct CIMB. The Client indemnifies CIMB and undertakes to hold CIMB harmless from any and all losses, damages, liabilities, costs or expenses that may be suffered or incurred by CIMB as a result of acting in accordance with such instructions.

**23. Delinquent/Disputed Account**

- 23.1 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 and claim amount and such other appropriate information, in the event that his Account is classified by CIMB at its sole discretion as delinquent or disputed.

**24. Suspension of Account and other Restrictions**

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

**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, 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. 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 CIMB shall not be liable to the Client for any losses suffered by the Client as a result of the exercise of its right to force sell the Client's Securities for any fall in the market price of such Securities between the first day the right to force sell arose and the day it actually sells such Securities or as a result of any failure to force sell.
- 25.3 Any waiver of or delay in exercising the right to force sell any Securities by 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 CIMB.
- 25.4 The Client agrees that no short selling (this being the sale of Securities which is 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. Without prejudice to the other rights and remedies available to CIMB, the Client agrees that in the case where there is a breach of this provision, CIMB may effect a buy-in of relevant Securities without any notice or reference to the Client.

**Part D : Nominee Services**

**26. Appointment of CIMB as Nominee**

- 26.1 Any Securities deposited by the Client with CIMB or purchased by CIMB on behalf of the Client, and held by CIMB for safe-keeping or otherwise may, at CIMB's absolute discretion, be registered by CIMB in the Client's name, in CIMB's name or in the name of CIMB's agent, sub-custodian or nominee.
- 26.2 The Client acknowledges that if the Securities are registered in CIMB's name or the name of CIMB's agent, sub-custodian or nominee, the Securities will be held by CIMB or 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 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 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 maintained;
  - (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 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 CIMB may in its absolute discretion stipulate;
  - (e) to delegate to any other person, whether affiliated to 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 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 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 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 such fees and charges in connection with such registration of the Securities.
- 28.2 CIMB and 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 the aforesaid if CIMB or 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 CIMB or 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 CIMB any obligation), 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 CIMB or CIMB's agent, sub-custodian or nominee, and CIMB or CIMB's agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for such action as CIMB or CIMB's agent, sub-custodian or nominee may take. The Client further undertakes to indemnify CIMB and CIMB's agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by CIMB and/or CIMB's agent, sub-custodian or nominee in respect of any such action taken and of the Securities held by CIMB and/or CIMB's agent, sub-custodian or nominee.
- 28.3 The Client acknowledges and consents to the fact that any Securities belonging to him held by CIMB, its agent, sub-custodian or nominee for any reason whatsoever may be held with other Securities held for CIMB, itself or other clients of CIMB on an aggregate or omnibus basis. If this occurs, 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 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 CIMB of Securities of the same class, denomination and nominal amount, and which rank paripassu with those originally delivered to CIMB, its agent, sub-custodian or nominee, subject always to any capital reorganisation or share exchange which may have occurred.

28.4 Where the Securities are held by the custodians referred to in Clause 27.1, CIMB shall not be liable for any damages, losses (direct, indirect, special, consequential, punitive or otherwise), costs or expenses suffered or incurred by the Client in the event of default by such custodians.

28.5 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 CIMB and the Client or of any further relationship other than as is expressly provided for herein.

## **29. Powers of CIMB**

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

- (a) to request payment of and to receive, apply or exercise all, in excess or part of, dividends, rights, bonus, warrants and other payments or distribution that the Client is entitled to, under the rules, bye-laws or regulations of the Exchange, in respect of the Securities held by 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 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 CIMB, 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 CIMB and where necessary make the necessary payments in reasonably sufficient time for CIMB to exercise or procure the execution of such instructions. CIMB shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and CIMB shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if 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, 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, CIMB shall not be responsible to inform the Client, inquire, investigate, take any action or make any demands in relation to such rights and the Client shall have no recourse against CIMB for any claims whatsoever arising out of or in connection with or in relation to such rights.

## **31. Proxy**

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

31.2 In addition, 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 CIMB may require.

## **Part E : Securitised Trading Account and Memorandum of Deposit (Applicable to securitised Trading Account only)**

### **32. Securitised Trading Account**

32.1 The Client confirms, acknowledges, authorises and agrees with CIMB as follows:

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

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

33.1 In consideration of CIMB granting and/or continuing to grant or make available to the Client facilities for the trading in Securities on Bursa Securities and/or any other recognised stock exchange or otherwise, the Client hereby agrees to pledge, mortgage, charge to CIMB or in 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 (hereinafter referred to as the "said Securities"); subject the terms and conditions hereof:

- (a) the Client confirms that the Client is the legal and beneficial owner of the said Securities and that the Client is entitled to pledge, mortgage and charge the said Securities to CIMB;
- (b) the said Securities will be a continuing security to CIMB for the general balance of the Client's debts due or Liabilities to CIMB, which shall include but not limited to any monies due under the Client's Trading Account;
- (c) in the event that any debt remains outstanding in the securitised Trading Account for more than ten (10) days and where written notice of such debt had been given, CIMB may at its sole discretion and at any time thereafter, without giving the Client any further notice, sell such of the said Securities to settle such debts and any excess amount will be credited to the Client's Account, in such event the Client shall have no recourse against CIMB or its nominees in respect of any loss that the Client may suffer arising out of or in relation to or connected with such sale;
- (d) the Securities may be registered by CIMB in its name or in the name of its nominees, held in scripless form in CDS Accounts opened in the Client's name, CIMB's name or in CIMB's Nominees' Pledged Account designated solely for the Client as the beneficiary. In consideration, the Client shall also indemnify and keep CIMB or its nominees indemnified against all claims, demands, liabilities, costs and expenses for which CIMB or CIMB's nominees may be liable, and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against CIMB or its nominees or which may be incurred or which may arise directly or indirectly by reason of the registration of the said Securities in the name of CIMB and/or the appointment of CIMB's nominees as the Client's nominee or by act or omission in relation thereto;
- (e) notwithstanding the aforesaid, neither CIMB nor its nominees shall be answerable or responsible for the loss of or damage to or diminution in value of any of the said Securities, however arising, while the same are in the custody, possession or control of CIMB or its nominees. Further, while the said Securities are in the custody, possession or control of CIMB or its nominees, CIMB or its nominees shall use all reasonable efforts to ensure that any rights issue, bonus or dividends (hereinafter called "corporate actions") declared in respect of the said Securities, are subscribed with the Client's instruction/advice, received or collected by CIMB

- or its nominees under advice to the Client. All costs, charges and/or expenses incurred in the course of these corporate actions on the said Securities shall be debited to the Client's Trading Account;
- (f) the Client shall, immediately upon CIMB's request and at his own cost and expense, deliver to 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 CIMB;
  - (g) the Client hereby acknowledges that CIMB will not be liable for any loss or damage incurred or suffered in relation to the said Securities deposited and in relation to the documents evidencing title or ownership of such securities (where applicable) under any Account unless such loss or damage is due to CIMB's gross negligence or wilful default. In respect of such loss or damage due to gross negligence or wilful default, CIMB will only be liable for the incidental replacement costs which are confined to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only, where appropriate, and does not include or oblige CIMB to buy back the securities for the Client on the Bursa Securities or any other stock exchanges. The replacement documents evidencing title or ownership of the said Securities shall be returned to the Client upon CIMB receiving of the same from the share registrar;
  - (h) the Client hereby authorises CIMB, in the event of the sale of the said 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 CIMB to settle any outstanding debts due to CIMB;
  - (i) the said Securities and any cash deposited by the Client with CIMB shall at all times remain the Client's assets and property and shall not under any circumstances whatsoever cease to be the Client's assets and property including without limitation the liquidation, receivership, judicial management, winding up of CIMB or any other proceedings related to the insolvency of CIMB; and
  - (j) every notice, demand, certificate or other communication given or made by CIMB to the Client shall 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 CIMB by the Client in writing and CIMB shall not be responsible for the consequence of any notice, demand, certificate or other communication not being 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 Day Trade Facility involving trading of a particular Securities where the outstanding purchase positions are settled against sale positions of the same Securities and where the purchase and sale transactions are transacted on the same date effected via phone or i\*Trade@CIMB internet orders or any other mode are as set out or stipulated in the Rules of Bursa Securities which may be varied or amended from time to time of which the Client has read and fully understood.

#### **Part G : Islamic Broking Services**

35. The Client confirms, acknowledges, authorizes and agrees with 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 CIMB will only deal for the Client in Shariah compliant securities approved by the Shariah Advisory Council of the Securities Commission. 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 CIMB promptly costs and all charges including Late Payment Charges on any outstanding amount payable to 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 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 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 due from 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 agrees and authorises CIMB to use monies in the Multi-Currency Trust Account towards satisfaction of Liabilities owing to CIMB by the Client, including the following liabilities as and when they may fall due:
- (a) purchases of Securities, applications for rights issues, payment of exercise price for conversion of warrants, options, subscriptions for initial public offers, private placement, over-the-counter instruments;
  - (b) any charges, brokerage, clearing fees, registration fees, conversion fees, transfer fees, custody/nominees 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 agrees and authorises CIMB to apply monies in the Multi-Currency Trust Account towards the recovery of erroneous payments (as evidenced by the records of CIMB) previously made to the Client.
- 36.5 CIMB may, where the Liabilities and the monies in the Multi-Currency Trust Account are not in the same currency, upon the prior consent of the client, effect any necessary conversion from one currency to another at such rates of exchange as CIMB may determine at its absolute discretion on the basis of the then prevailing foreign exchange rates between such currencies.
- 36.6 The Client shall give CIMB two (2) Market Days' prior notice with respect to any withdrawal from the Multi-Currency Trust Account.

#### **Part I : Transactions In Foreign Exchanges**

##### **37. Use of Foreign Agents**

- 37.1 The Client acknowledges and agrees that in Transactions involving Foreign Securities (the "**Foreign Transactions**"):
- (a) 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 CIMB promptly any fees or other charges imposed by any other stock exchanges or clearing organization; 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 CIMB's gross negligence or wilful 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 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 CIMB or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither 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 CIMB or its Affiliates and the Client agrees to be bound by all such communications. CIMB shall be entitled to assume that all instructions or communications received and which bear the Client's user identification is that of the Client's and CIMB shall be under no obligation whatsoever to verify that such instructions or communications is in fact that of the Client's.

##### **41. Use of Electronic Communications**

- 41.1 The Client understands and accepts that:
- (a) CIMB is not responsible for order-routing and 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 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 and such other devices as may be necessary.

##### **42. Risks Relating to Electronic Communications**

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

##### **43. Withdrawal of Electronic Communications**

- 43.1 CIMB reserves the right to alter, withdraw or stop accepting 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, 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 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. CIMB may also make changes to the Website(s) and the contents thereof from time to time. CIMB shall only use reasonable endeavours to provide the Online Services. Any transmissions made by either the Client to CIMB or CIMB to the Client using the Online Services shall be on a "reasonable endeavours" basis and consequently, 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. 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) 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) 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; and
  - (iii) 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.
- 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@CIMB Portal.
  - (iii) "**Third Party Content**" means any other information or content provided by any party other than CIMB on i\*Trade@CIMB.
- 44.7 In order to utilise the Online Services, it may be necessary for 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 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 CIMB and all copies and documentation in respect thereof in the Client's possession or control shall be returned to CIMB or destroyed.

##### **45. Deposit and Charges**

- 45.1 The Client may be required to place a deposit with CIMB before the Client can begin utilising the Online Services. CIMB may use such deposit to set-off against any sums owed to it by the Client and shall return the balance of such deposit, if any, 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 CIMB for the purposes of gaining access to the Online Services. The Client undertakes to safeguard the Security Information provided by CIMB.
- 46.2 CIMB may assume that any person using a Website with the user name and password of the Client is either the Client or is so authorised to act for the Client. In this regard, the Client agrees that no claims shall be made by the Client or on the Client's behalf in respect of any losses, costs and expense incurred by the Client as a result of such unauthorised usage of Security Information.
- 47. No Representation**
- 47.1 The Client acknowledges that the Online Services are made available to the Client by 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 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) shall not be used or considered to be an offer to sell or a solicitation to buy Securities or any other instruments or products from 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 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 CIMB does not guarantee nor warrant the accuracy, completeness, timeliness of any information provided by 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 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 CIMB and/or the Website(s).
- 50. Disruption, Suspension and Termination of Services**
- 50.1 The Client agrees that 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 telephone network, computer network or other system that are 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 CIMB, including but not limited to that in Clause 54.
- 50.3 The Client must give 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 CIMB only upon actual receipt thereof by 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 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 later.
- 51. Confidentiality and Intellectual Property**
- 51.1 The Client agrees with and covenants to 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 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 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 CIMB) secure and confidential and not allow any person to have access to them other than CIMB's authorised personnel who require such access to operate the Services extended to the Client herein;
  - (b) acknowledges that CIMB is the owner of all copyright, designs, logos, trade names, trademarks, service marks and all other intellectual property (collectively "**Intellectual Property**") in, under or to the services extended to the Client herein, the Website and the content contained in the Website which shall at all times remain vested in CIMB;
  - (c) confirms that the Client does not own any Intellectual Property right belonging to CIMB and that nothing in these terms and conditions nor through the usage of the services extended to the Client herein 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 CIMB's rights to the Intellectual Property and shall safeguard and protect the Intellectual Property at all times.
- 52. Exclusion of Liability from Use of the Online Services**
- 52.1 The Client acknowledges and agrees that CIMB shall not be liable for any direct, indirect, incidental, punitive, special or consequential loss, damages, costs, and charges suffered by the Client or any other party howsoever caused arising directly or indirectly in connection with the Online Services, the Website(s) and/or any electronic instruction.

## **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 CIMB through the Electronic Payment. In order for the Client to utilise the Electronic Payment for Shares Service, the Client shall execute such forms and/or documents that CIMB may require from time to time.
- 53.2 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. 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 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 CIMB.
- 53.3 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 the Transactions or in respect of any other amounts that may be due and owing by the Client to CIMB before applying such payment or any part thereof in respect of the Transactions.
- 53.4 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 or any other Transactions. Such errors, inaccuracies or omissions shall not prejudice or affect in any way the Client's obligation to pay all and any amounts owing to CIMB.
- 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 CIMB shall not constitute payment to CIMB. Until such time that CIMB has received payment in respect of the Transactions in full or any or all sums owing to it by the Client, CIMB shall be entitled to exercise its full rights under these terms and conditions or at law without reference to the Client.
- 53.6 The Client acknowledges and agrees that CIMB shall not be liable for any direct, indirect, incidental, punitive, special or consequential loss, damages, costs, and charges suffered by the Client or any other party as a result of any failure by the Licensed Financial Institution to credit payment of the Sales Proceeds into the client's Designated Bank Account or as a result of any malfunction, partial or total failure of any machine, data processing system, electronic transmission or communications system howsoever caused.

## **Part M : Miscellaneous Provisions**

### **54. Force Majeure**

- 54.1 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 CIMB's control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing house, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of 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 Subject to Clause 3 thereof, in respect of orders made through the telephone or the internet trading facilities or Online Services, all verbal notices, instructions or communications from the Client to CIMB shall be followed by a confirmation in writing and CIMB may but shall not be obliged to act on any verbal notices, instructions or communications unless the same have been confirmed in writing. All notices, instructions or other communications sent by the Client to CIMB shall not be effective until actual receipt thereof by CIMB.
- 55.3 Subject to Clause 55.2, all notices, instructions and other communication given by letter, telex, fax transmission or other electronic means (including e-mail) shall be addressed to or left, in the case of CIMB, at the business address of CIMB at the relevant time and in the case of the Client, at the address stated in any agreements entered into between CIMB and the Client or as notified in writing to CIMB by the Client from time to time. All such notices, instructions or other communications given by CIMB to the Client as aforesaid shall 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 telex, facsimile or other electronic means upon despatch.
- 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 CIMB (and in this connection 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 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 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. Disclosure of Information**

- 58.1 Subject to the provisions below which (i) prohibit disclosure of information to companies within the group of CIMB as well as companies within the group of CIMB Group Holdings Berhad, CIMB's ultimate holding company ("the Group Companies") if objected to by the Client; and (ii) require the Client's express consent for disclosure of information to third parties for the stated purposes, the Client hereby agrees and authorises CIMB to disclose to any of its regulators, agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the Group Companies, whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia, any information relating to the Client, the Client's affairs and/or any accounts maintained by the Client with CIMB for facilitating the business, operations, facilities and services of or granted or provided by CIMB and/ or

the Group Companies to their customers and any of such Client's information to the extent required by any applicable law, rules, regulation, order of a court of competent jurisdiction or any government, supervisory or regulatory authority.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of CIMB and/ or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Client by writing to CIMB at the following address (which may be changed by CIMB from time to time by notice to Client): 17th Floor, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Further, where CIMB intends to share the Client's information (excluding information relating to the Client's affairs or account) with third parties for strategic alliances, marketing and promotional purposes, CIMB shall ensure that consent from the Client has been obtained.

58.2 As an Authorized Depository Agent of Bursa Depository, CIMB is hereby 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 CIMB as and when CIMB shall see fit and/or deem necessary in 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 CIMB's employees or any other person as CIMB may think fit or necessary, information in relation to all the Client's trading accounts and/or Accounts with CIMB and details of transactions entered into by the Client as well as shareholdings held beneficially or owned by the Client (including but not limited to viewing, making balance enquiries and/or requesting and receiving statements of account).

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 CIMB.

**AND** the Client hereby agrees that the Client shall not hold CIMB, any of CIMB's officers, employees, agents, representatives or dealer's representative responsible or liable for disclosure of such information whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto.

58.3 The Client hereby authorises 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 CIMB may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as 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 CIMB may require.

58.4 The Client agrees to provide any information as CIMB may require and/or as is necessary to verify the Client's identity and do all things necessary to enable 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 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 CIMB has not been provided by the Client.

58.5 Pursuant to the requirements of the Personal Data Protection Act 2010, CIMB is required to obtain the Client's consent for the processing of Client's personal data. Therefore, the Client hereby consents to CIMB's processing of the Client's personal data which the Client may provide to CIMB now and from time to time in connection with the services herein provided by CIMB to Client. The Client hereby confirms that the Client has read, understood and agrees to be bound by the CIMB Group Privacy Notice (which is available at [www.itradecimb.com.my](http://www.itradecimb.com.my)) ("**Privacy Notice**") and the clauses herein, as may relate to the processing of the Client's personal information. For the avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

In the event the Client provides personal and financial information relating to third parties, including information relating to his/her next-of-kin, individual guarantors and dependents (where Client is an individual) or information relating to its directors, individual shareholders, officers, individual guarantors and security providers (where it is a corporation), for the purpose of opening or operating an Account with CIMB or otherwise subscribing to CIMB's Investment Products and/or Services, the Client:-

- (a) confirms that it/he/she has obtained their consents or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with this agreement, the provision of CIMB's service and the continuing operation of the Client's Account;
- (b) agrees to ensure that the personal and financial information of the said third parties is accurate;
- (c) agrees to update CIMB in writing in the event of any change to the said personal and financial information; and
- (d) agrees to CIMB's right to terminate this agreement should such consent be withdrawn by any of the said third parties.

58.6 Where the Client instructs CIMB to effect any sort of cross-border transaction or Foreign Transaction (including to make or receive payments), the details relevant to the cross-border transaction or Foreign Transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing CIMB and/or CIMB's agents to enter into any cross-border transaction on the Client's behalf, the Client agrees to the above said disclosures on behalf of the Client and others involved in the said cross-border transaction or Foreign Transaction.

58.7 CIMB may use a credit reporting/reference agency to help make decisions, for example when CIMB needs to:

- (a) check details on applications for credit and credit-related or other facilities;
- (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Client's Accounts and portfolio(s); and/or recover debts. Client will be linked by credit reporting/reference agencies to any other names used by Client or have been used by Client, and any joint and several applicants. CIMB may also share information about the Client and how Client manages its Account(s) with relevant credit reporting/reference agencies.

58.8 Without derogation to anything herein provided in Clause 58 and specifically with respect to individual Clients - Even after the Client has provided CIMB with any information, the Client will have the option to withdraw the consent given earlier. In such instances, CIMB will have the right to not provide or to discontinue the provision of any product, service, Account(s) and/or facility(ies) that is/are linked with such information.

58.9 Without derogation to anything herein provided in Clause 58 and specifically with respect to corporate Clients - In the event that the said consent or authority referred to in Clause 54.5 above is subsequently revoked by any of the said third parties, the Client agrees that CIMB shall have the absolute right to terminate this Agreement or close the Account for which the consents of such third parties are related to the provision to the Client of CIMB's services or which may be required for the carrying on of any services herein by CIMB.

58.10 CIMB reserves the right to amend this clause from time to time at CIMB's sole discretion and shall provide prior notification to the Client in writing and place any such amendments on our websites and/or by placing notices at the banking halls or at prominent locations within CIMB branches.

For the purposes of this Clause 58, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in the Companies Act 2016 and Affiliates that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "us", "we" and "our" are to be read as references to the CIMB Group. This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

## 59. Unclaimed Property

59.1 If there are any monies or Securities (generally to be hereafter referred to as "**property**") in the Account which is unclaimed by the Client seven (7) years after CIMB receives such property and 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) years in which CIMB holds the property, and to the extent permitted by law, for each subsequent year after the seventh (7th) year in which CIMB holds the property, CIMB shall be entitled to charge a fee in respect thereof, in such amount as CIMB may determine in its absolute discretion, which fee



shall immediately be an amount due to CIMB. The Client agrees that such fees shall be applied against the property where possible, or, at CIMB's sole and absolute discretion, against such other monies or Securities in CIMB's custody or standing to the credit of any of the Client's Accounts with 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) 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 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 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, executive 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 these terms and conditions or a Transaction;
- (d) all the particulars and information given to 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 CIMB and the Client shall furnish CIMB promptly with such further additional and/or material change of information as 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 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 CIMB, including but not limited to change in address, contact particulars and residency and tax status;
- (h) the Client is the underlying principal of 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 placed or to be placed with CIMB, its agents or nominees from time to time or has authority from the true owner to deal with such Securities and that such Securities are fully paid for;
- (j) the Client has good title to the Securities and the Client can sell through CIMB and undertake to promptly deliver to 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 CIMB or used in the purchase of the Securities by the Client does not contravene any laws in Malaysia;
- (l) no bankruptcy or no winding-up proceedings have commenced against the Client and the Client is not a defaulter on Bursa Securities Defaulters List; and
- (m) the Client shall confirm the accuracy of all personal details and other particulars within fourteen (14) days of notice by CIMB that the Client's Account has been first opened and in all other cases, promptly as and when requested by CIMB.

60.2 The Client authorises CIMB to verify, in any manner with any third party, the information furnished herein or from time to time as CIMB may deem fit. The Client also authorises 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 CIMB may deem fit, for any purposes which CIMB may deem fit. Notwithstanding this Clause, the Client's representations, warranties and undertaking are given irrespective of whether 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 CIMB under the Client's representations, warranties and undertaking.

## **61. Indemnity**

61.1 The Client undertakes to fully and effectively indemnify CIMB and its Affiliates, and keep 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 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 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 CIMB giving seven (7) Market Days' notice in writing; or
- (b) by CIMB immediately upon the occurrence of an Event of Default.

62.2 Upon termination of the Transactional Service as set out in Clause 62.1, 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 any debit balance and after deduction of CIMB's outstanding fees and expenses, if any. Such notice to terminate the Transactional Service 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 Service shall not prejudice, impair or otherwise adversely affect any of CIMB's rights over any Collateral or the repayment of any or all outstanding obligations of the Client until such time as all the obligations and liabilities of the Client to CIMB is discharged and paid in full.

62.4 Upon or at any time after the termination of the Transactional Service, provided that all outstanding sums owed to CIMB by the Client shall have been discharged and paid in full and CIMB shall have executed a full and proper acknowledgement and discharge in respect thereof, CIMB shall transfer the Collateral and all other Securities which are then held by CIMB or such person as per the Client's written instruction. In the absence of such notification by the Client to CIMB or upon the expiry of the notice to terminate the Transactional Services, CIMB is authorised to dispatch 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, 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, CIMB shall have no further liability for the delivery and/or transfer thereof.

62.5 Without prejudice to any other rights or remedies which CIMB may have at law or in equity or under these terms and conditions, upon termination of the Transactional Service 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 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 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 CIMB shall be effective only upon actual receipt thereof by CIMB.
- 62.7 To the fullest extent permitted by the law, CIMB shall not be liable to the Client for any claims, costs, damages or losses (direct, indirect, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of a termination of the Account or the Transactional Services or part thereof by CIMB.
- 62.8 Any fees, expenses, costs and other charges of CIMB accrued or incurred up to the effective date of termination shall be paid by the Client.
- 62.9 After the termination of the Transactional Services, CIMB shall close the Account at such time that it deems appropriate.
- 63. Electronic Records of Contract Notes and Statement of Account**
- 63.1 The Client agrees and consents to the receipt of contract notes and statements of account from CIMB in the form of an electronic record through the Electronic Communications should CIMB in their discretion make these available to the Client. If the Client no longer wishes to receive contract notes and/or statements of account in the form of an electronic record, the Client shall give seven (7) calendar days' written notice of such wish to CIMB.
- 63.2 In the case of electronic records of contract notes and/or statements of account despatched to the Client by electronic mail, the Client shall be deemed to have received such electronic records immediately after despatch of such electronic records from CIMB's electronic mail server. In the case of electronic records of the contract notes and statements of accounts posted on the Website(s), the Client shall be deemed to have received such electronic records immediately after it has been posted on the Website(s) for the Client to retrieve.
- 63.3 In the event CIMB is unable to successfully send any statement of account due to any reason whatsoever to the Client after two (2) continuous attempts, CIMB shall have the discretion to send to the Client the statement of account by any other method, including by regular post.
- 63.4 The Client acknowledges and agrees that any electronic transmitted information 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. 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. Electronic Records and Admissibility**
- 64.1 The Client agrees to the admission of electronic records, whether owned or maintained by 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 65.1, 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 CIMB will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and 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 CIMB.
- 67.2 CIMB may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account to any person CIMB deems fit, or change the office through which any transaction is booked, or through which 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 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 CIMB, or the consolidation, amalgamation or otherwise of the Client into or with any other entity, or the consolidation, amalgamation or otherwise of 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 supersedes 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 CIMB relating to the services extended to the Client herein and the Client's Account and that CIMB may at any time and from time to time impose, amend, modify, supplement and/or vary such other terms and conditions in CIMB's sole and absolute discretion. Upon the imposition, amendment, modification, supplemental and/or variation being posted by 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).
- 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 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 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.
- 68.3 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 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 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 CIMB and myself/ourselves, I/we should carry out a comprehensive review of 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 Malaysia Securities Berhad ("**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, 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. CIMB will process the corporate event to the best of CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition. 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 CIMB, for CIMB to exercise or procure the execution of such instructions. I/We acknowledge that failing to comply with 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. OTHER RISKS

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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. CIMB will process the corporate event to the best of CIMB's ability and I/we agree that I/we am/are prepared to assume the risks of delayed processing due to market condition. 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.

## 7. NON-ADVISORY NATURE OF RELATIONSHIP

Unless I/we have a specific agreement with CIMB for the provision of financial advisory services I/we should note and accept that 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. Any answers provided by CIMB or its employees or representatives to answer my/our queries should not be assumed to be backed by any prior reasonable due diligence or research or specifically suitable for reliance by myself/ourselves without me/our first independently confirming that the answer is intended as specific advice to and is suitable for or to my/our specific investment objectives, financial situation and particular needs or me/us verifying the same with my/our independent advisers on its specific suitability for my/our specific investment objectives, financial situation and particular needs.

### 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 CIMB for any actual loss incurred by 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 CIMB under this Agreement.

*Gharamah* is the penalty over and above the *Ta'widh*, which shall be channeled to charitable organisations approved by the Shariah Committee of CIMB.