

Ground, 1st, 2nd, 3rd Floor, Wisma UMNO,
Lorong Bagan Luar Dua,
12000 Butterworth, Seberang Perai.

CDS No : 0 9 3 -
Client Code :
Branch Code:

Tel: +604-3322123

Email: mercury@mersec.com.my Website: <https://www.mercurysecurities.com.my>

ACCOUNT OPENING APPLICATION FORM

GENERAL INFORMATION

Kindly read instruction before completing the form.

☐ Tick where applicable

1. Kindly complete all applicable fields on this Application Form. Please write in BLOCK LETTERS.
2. All relevant information must be completed. Any field that is not applicable must be crossed and stated as N/A. Any amendment must be legible and should be countersigned by the applicant and / or the Dealer's Representative ("DR"), as the case may be.
3. A form that is incomplete, illegible or defaced in any way may result in the application being rejected.

Type of Application ☐ Individual ☐ Corporate

Type of Account ☐ Retail ☐ Margin ☐ Cash ☐ DF

☐ External Margin ☐ Others _____

IMPORTANT DOCUMENTS REQUIRED

INDIVIDUAL

1. Photocopy of NRIC / Passport / Armed Forces or Police Authority Card and change of address, if any
2. Photocopy of recent bank statement (not more than six (6) months) or recent pay slip or latest income tax assessment or employer's confirmation of salary or fixed deposit certificate.
3. Form W9 / Form W8BEN - Foreign Trade Application forms (if applicable)
4. Leap Market Declaration form (if applicable)
5. Leveraged And Inverse ETFs Declaration form (if applicable)
6. Any other documents that may be required by MERCURY and / or regulatory bodies from time to time.

CORPORATE

1. One [1] certified true copy of Board Resolution duly passed and approved with:
 - * Opening of share trading account with MERCURY.
 - * Name of authorised personnel to sign all documents relating to opening of account (complete with the specimen signature)
 - * Name of authorised personel to trade (to specify "any one / any two")
2. Memorandum and Articles of Association / Section 32 - Lodgement of Constitution (for adoption of new Constitution by existing companies)
3. Section 36
Notification of Alteration or Amendment to Constitution (if applicable)
4. Form 8 or 9 - Certificate of Incorporation & Public Company or equivalent
5. Form 11 / 13 / Section 28 - Change of name of company or equivalent (if applicable)
6. Form 20 - Conversion to Public Company (if applicable)
7. Form 24 - Return of Allotment of Shares
8. Form 44 / Section 46 - Notification for change in the registered address
9. Form 49 / Section 58 - Notification of change in Register of Directors, Managers and Secretaries
10. Latest Audited Annual Report
11. Photocopy of recent bank statement (not more than six (6) months)
12. Directors Personal Guarantee (applicable for non-collateralise Private Limited Company applicant only)
13. Form W9 / Form W8BEN - Foreign Trade Application forms (if applicable)
14. Leap Market Declaration form (if applicable)
15. Leveraged And Inverse ETFs Declaration form (if applicable)
16. Any other documents that may be required by MERCURY / or regulatory bodies from time to time.

Notes : Ensure that the form is duly executed by the authorised signatory(ies) and duly stamped / sealed (as per Board Resolution).

A) INDIVIDUAL / CORPORATE DATA

Name (as per NRIC / Passport / Authority Card / Business Registration) _____

Nationality / Place of Incorporation ☐ Malaysian ☐ Others: Country of Origin _____

New NRIC / Registration No _____ Old NRIC No. / Passport _____

Tax Identification Number (for tax resident of another country (s) outside Malaysia) _____ Passport Expiry Date _____

Date of Birth / Incorporation _____ Place of Birth / Incorporation _____

Registered Address (Address as per NRIC) / _____

Postcode _____

Address in Country of Origin _____

Postcode _____

Correspondence Address (if different from Registered Address) _____

Postcode _____

Home No. _____ H/P No. _____

Email Address _____

Notes:-

- i. Contract Notes and Statements will be delivered to the email address provided
- ii. Applicant undertakes to inform Mercury Securities Sdn Bhd (hereinafter referred to as "MERCURY") in the event of any change or termination of the said email address registered.
- iii. MERCURY shall not be responsible if the applicant does not receive Contract Notes and Statement due to an invalid email address provided by the applicant.

Bank Particulars

Bank	Account Type	Account No

I/ We hereby request and authorise MERCURY to pay all sale proceeds, contra gains and refund excess cash less any outstanding debit items due to me / us arising from the transactions effected through the above trading account to the bank account as stated above.

B) FOR INDIVIDUAL ONLY**1. Personal Data**

Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female		
Race	<input type="checkbox"/> Malay	<input type="checkbox"/> Chinese	<input type="checkbox"/> Indian	<input type="checkbox"/> Others _____
Marital Status	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Others _____
Current Annual Income (RM)	<input type="checkbox"/> RM0 - RM49,999	<input type="checkbox"/> RM100,000 - RM299,999	<input type="checkbox"/> ≥RM500,000	
	<input type="checkbox"/> RM50,000 - RM99,999	<input type="checkbox"/> RM300,000 - RM499,999		
Estimated Net Worth (RM)	<input type="checkbox"/> RM0 - RM99,999	<input type="checkbox"/> RM500,000 - RM999,999	<input type="checkbox"/> ≥RM3.0 Mil	
	<input type="checkbox"/> RM100,000 - RM499,999	<input type="checkbox"/> RM1.0 Mil - RM2.99 Mil		
Source of Funds	<input type="checkbox"/> Employment	<input type="checkbox"/> Business Income	<input type="checkbox"/> Savings / FD	<input type="checkbox"/> From Parent / Children / Spouse
	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Pension	<input type="checkbox"/> Investment Return	
	<input type="checkbox"/> Rental	<input type="checkbox"/> Others	_____	
Employment status	<input type="checkbox"/> Employed	<input type="checkbox"/> Own Business	<input type="checkbox"/> Others _____	
Name of Employer / Company	_____			
Address of Employer / Company	_____			

	Postcode _____			
Nature of Business	<input type="checkbox"/> Capital Market/Financial	<input type="checkbox"/> Government	<input type="checkbox"/> Money Changer/Lender	<input type="checkbox"/> Oil & Gas
	<input type="checkbox"/> Property/Construction	<input type="checkbox"/> Plantation	<input type="checkbox"/> Gaming/Lottery/Entertainment	<input type="checkbox"/> Education
	<input type="checkbox"/> Insurance/Assurance	<input type="checkbox"/> Automobile	<input type="checkbox"/> Trading/Services/F&B	<input type="checkbox"/> Medical
	<input type="checkbox"/> Housewife/Student/Retiree	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Engineering/Technology/Telco	<input type="checkbox"/> Legal Services
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Others	_____	
Office No.	60 _____			
Designation	_____		Years in Employment / Business	_____

2. Spouse / Next of Kin Data

Relationship	<input type="checkbox"/> Spouse	<input type="checkbox"/> Parent	<input type="checkbox"/> Children	<input type="checkbox"/> Sibling	<input type="checkbox"/> Others _____
Name (As per NRIC/Passport)	_____				
Nationality / Place of Incorporation	<input type="checkbox"/> Malaysian	<input type="checkbox"/> Others: Country of Origin _____			
New NRIC No.	_____		Old NRIC No. / Passport	_____	
Telephone No.	60 _____				
Current Annual Income (RM) (For Spouse only)	<input type="checkbox"/> RM0 - RM49,999	<input type="checkbox"/> RM100,000 - RM299,999	<input type="checkbox"/> ≥RM500,000		
	<input type="checkbox"/> RM50,000 - RM99,999	<input type="checkbox"/> RM300,000 - RM499,999			

C. FOR CORPORATE ONLY

Authorised Share Capital (RM)	_____	Paid Up Capital (RM)	_____
Source of Funds	<input type="checkbox"/> Banking Facilities	<input type="checkbox"/> Internal Funds	<input type="checkbox"/> Others _____
Contact Person	_____		
Website Address (if applicable)	_____		
Is the Corporation involved in any litigation / winding up process?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Type of Organisation	<input type="checkbox"/> Government <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Society/Association/Cooperative		
	<input type="checkbox"/> Government Controlled <input type="checkbox"/> Public Company		
	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Private Company		
	<input type="checkbox"/> Partnership <input type="checkbox"/> Others _____		

D. TRADING OBJECTIVES AND PROFILE

Investment Objective	<input type="checkbox"/> Short Term Return (<3 Months)	<input type="checkbox"/> Mid Term Return (3 Months - 1 Year)	<input type="checkbox"/> Long Term Return (> 1 Year)
	<input type="checkbox"/> Dividend	<input type="checkbox"/> Hedging	<input type="checkbox"/> Others _____
How long have you been trading in Capital Market?	<input type="checkbox"/> 0 year	<input type="checkbox"/> 1-5 years	<input type="checkbox"/> > 5 years

E. RELATED PARTIES

1. Are you related to any staff / director / DR of MERCURY

☐ Yes (Kindly provide information below)

☐ No

Name of Related Staff / Director / DR

Relationship

2. Is any person related to you (immediate family, partner, partner's spouse, companies under your / immediate family's control) maintain trading account with MERCURY?

☐ Yes (Kindly provide information below)

☐ No

Name

Account Number

Relationship

3. Do you maintain any trading accounts with MERCURY or other brokers?

☐ Yes (Please state broker's name, type of account and trading limit below)

☐ No

Name of Broker

Type of Account

Trading Limit

4. Are you insider of company listed in any stock exchange? ☐ Yes (Kindly provide information below)

☐ No

(Insider is defined as a person holding a position of director, supervisor, officer or with share holding of 10% and above of any company listed in a recognized stock exchange. I undertake to notify MERCURY in the event of any changes in my status.

Country

Company Name

Stock Code

Position in the Company

F. DECLARATION BY APPLICANT**1. DECLARATION PURSUANT TO RULE 5.15(9) OF BURSA MALAYSIA SECURITIES BERHAD**

I / We do solemnly declare that the dealings in securities in respect of my / our trading account shall be conducted :-

- ☐ for me / us as principal
- ☐ for and on behalf of another person (applicable only to Executors/Administrators/Trust Foundation)

2. STRUCTURED WARRANT RISK DISCLOSURE STATEMENT

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.

Note : 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 Malaysia Securities Berhad from time to time.

3. LEAP MARKET RISK DISCLOSURE STATEMENT

I / We hereby confirmed that I/We have read, understand and accept the following:-

(a) The LEAP Market (as defined under the Rules of the Exchange) is aimed at facilitating access to the capital market by small or medium sized enterprises (“SMEs”) to which a higher investment risk may be attached. The LEAP Market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part I of Schedules 6 and 7 of the Capital Markets and Services Act 2007 (“CMSA”). The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission under Section 233 of the CMSA. In the LEAP Market, sophisticated investors will have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.

(b) The purpose of this statement is to inform me/us that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. I/We should NOT invest in the securities offered unless I am a sophisticated investor and I / we fully understand and am prepared to take the risks. I /We should assess whether the purchase of the securities is suitable for me / us in light of my / our knowledge, financial means, investment objectives and the risks I / We am prepared to take. The risks of investing in such securities include but are not limited to the following :-

i) Small Companies

Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market (as defined under the Rules of the Bursa Malaysia Securities Berhad) or Main Market (as defined under the Rules of the Exchange) and may not have a proven track record in terms of impact my investments should I choose to invest.

ii) Minimum Requirements on Disclosure and Governance

The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only.

This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect my ability to make fully informed investment decisions.

iii) Liquidity Risks

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

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

4. LEVERAGED AND INVERSE EXCHANGE TRADED FUNDS RISK DISCLOSURE STATEMENT

I / We hereby confirmed that I/We have read, understand and accept the following:-

(a) The purpose of this statement is to inform you that the risk of loss in purchasing leveraged and inverse Exchange Traded Funds ("L&I ETFs") units can be substantial. You should assess if the purchase of L&I ETFs units is suitable for you in light of your financial position, risk tolerance and investment experience while taking into account the following risks before deciding whether to invest in L&I ETFs:

- i) An investor of L&I ETFs is subject to the risk of losing the full purchase price of the L&I ETFs units;
 - ii) The investor should keep in mind that L&I ETFs are intended to track and replicate up to a multiple of performance of an index or multiple of the inverse performance of the index on a daily basis;
 - iii) As such, L&I ETFs are more suitable for short term trading / positioning. Holding L&I ETFs units for more than a day could result in investment returns that deviate greatly from the multiple of performance of an index or a multiple of the inverse performance of an index that the L&I ETFs are supposed to track;
 - iv) Placing of contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders;
 - v) The leverage obtained from a leveraged ETF can work against you as well as for you. It could lead to large losses as well as gains;
 - vi) It is in investor's best interests to take effort to study all risks as contained in the prospectus of the L&I ETFs, including but not limited to interest rate risks, country risks, credit risks, foreign exchange risks, futures rollover risks, counterparty risks and liquidity risks; and
 - vii) If an investor engages in purchase of L&I ETF units using margin financing or short sale of L&I ETF units, he or she may gain higher profits when the price movement conforms to expectations, or may otherwise suffer bigger losses. An investor may also face a margin call by the lender if the collateral maintenance ratio drops.
- (b) This brief statement cannot disclose all the risks and other aspects of purchasing L&I ETF units. You should carefully study the requirements pertaining to L&I ETFs and the content of prospectus of L&I ETFs before you decide to purchase. If you are in doubt in relation to any aspect of statement or the terms of L&I ETFs, you should consult your Participating Organisation. i.e broker.

5. DECLARATION OF POLITICALLY EXPOSED PERSONS (PEPs)

YOU ARE REQUIRED TO DECLARE WHETHER YOU/FAMILY MEMBERS*/CLOSE ASSOCIATE**/ANY DIRECTORS*** ARE CURRENTLY ENTRUSTED WITH A PROMINENT PUBLIC FUNCTION**** IN MALAYSIA OR A FOREIGN COUNTRY?

* "Family Member" includes parent, spouse, siblings, children and financial dependents

** "Close Associate" includes person(s) who are socially and/or professionally closely connected to Politically Exposed Person

*** Are any Directors or their family members a PEPs or close associate of any PEPs.

**** "Prominent Public Function" includes the roles held by head of state, a head of government, government ministers, senior civil servants, senior judicial or military official, senior executives of states owned corporations, senior politically party officials, NGO, national and international sport bodies.

☐ No, I am / My family(s) / close associates(s) are not entrusted with a prominent public function

☐ Yes, I am / My family(s) / close associates(s) are entrusted with a prominent public function, these are detailed in the table below:

Name of person entrusted with Prominent Public Function	Relationship	Position	Person's Employer / Organisation

6. DECLARATION OF UNDERSTANDING THE REQUIREMENT OF AMLA ACT 2001.

The Applicant/Client hereby states that he/she understands and accepts the following:-

i) To adhere to and comply with AMLA with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with MERCURY, and in particular:-

- a. MERCURY shall be entitled to keep records of all the transactions and to further disclose any information pertaining to the Applicant / Client as may be required by law or any governmental or regulatory authority for purposes of compliance with AMLA;
- b. undertake to provide MERCURY with all relevant informations and documents, as and when requested, for purposes of identification and verification of the source of funds under the Know Your Client principles.

ii) Confirms that all monies paid to MERCURY comes from lawful sources and not from unlawful activities.

7. DECLARATION PURSUANT TO BANK NEGARA'S FOREIGN EXCHANGE ADMINISTRATION POLICY (BNM'S FEA POLICY)

I / We hereby acknowledge that I have read and understood the Exchange Control Act 1953 and / or Bank Negara Malaysia's Foreign Exchange Administration (BNM's FEA) Policy and shall abide by the provisions at all material time.

8. FOREIGN ACCOUNT TAX COMPLIANCE (FATCA)

1. Are you a U.S. Person for tax purpose under U.S. IRS Regulation? ☐ Yes (to provide Form W-9) ☐ No
2. Are you tax resident in Malaysia? ☐ Yes ☐ No
3. Do you have tax residency outside Malaysia? ☐ Yes (to provide details below) ☐ No

Country

Tax Identification No. (TIN)

Reason if without TIN

(To attach a separate sheet if the space provided is insufficient)

i) U.S. INDICIA DECLARATION FOR INDIVIDUAL ONLY

Do you possess any of the following U.S. Indicia? If yes, please indicate.

1. U.S. citizen/tax resident? (U.S. passport/green card holder, U.S. taxpayer.etc) ☐ Yes ☐ No
2. U.S. place of birth ☐ Yes ☐ No
3. U.S. address? (residence/mailling/P.O. Box) ☐ Yes ☐ No

I hereby confirm that I/we fully understand the FATCA requirements and declare that I am:-

- ☐ Non U.S. Individual(s) with no U.S. Indicia ☐ Non-U.S. Individual(s) with U.S. Indicia ☐ U.S. Individual(s)

Note:-

- 1) Client who is Non U.S. Individual with U.S. Indicia to provide Form W-8BEN
2) Client who is U.S. Individual to provide Form W-9

ii) U.S. INDICIA DECLARATION FOR LEGAL ENTITY ONLY

We confirm that we understand the FATCA requirements and hereby declare that we are:

Entity Type**Document / Information to be furnished to TA**

- ☐ A Foreign Financial Institution (FFI) Global Intermediary Identification Number (GIIN)
- ☐ An entity incorporated in U.S or has an U.S. address Duly completed W-9 Form
- ☐ A passive Non-Financial Foreign Entity (NFFE) with beneficial owner who is an U.S. citizen or resident (Request for Taxpayer Identification Number and Certification)
- ☐ An Exempted Entity
- ☐ An entity with Exempted Beneficial Owners Duly completed W-8BEN-E Form (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities))
- ☐ An active NFFE
- ☐ A passive NFFE that does not have any beneficial owners who are U.S. citizen or resident.

iii) FATCA DECLARATION FOR BOTH INDIVIDUAL AND LEGAL ENTITY

If there is any update to the account information/FATCA status, I/we hereby agree to notify and furnish MERCURY with the relevant documentation(s)

within 30 days of such change. I/We consent to and authorise MERCURY to perform any of the following, if applicable:-

1. Withhold any applicable payments in the account
2. Report or disclose all relevant information relating to or arising from the account
3. Terminate (with prior notice, if applicable) my/our contractual relationship(s) with MERCURY

9. CONSENT PURSUANT TO DATA PROTECTION ACT 2010

I / We do hereby voluntarily give express consent to MERCURY and / or its affiliates, to use all or any of MY (the Client's) Personal Data and Information such as, name, telephone number, [postal or email address ("Personal Data")] as provided to MERCURY, upon the following terms:

1. The Personal Data of the Client shall be used by MERCURY for the purposes of sending communication materials to the Client,
2. MERCURY may retain third parties to process the Client's Personal Data. All such third parties are contractually obliged not to use the Client's Personal Data for any other purpose, other than as specified herein.
3. The Client has the right, at any time, to:
 - a. withdraw his/her consent for the use of the Personal Data;
 - b. request for any correction / update of the Personal Data;
 - c. raise any general queries regarding the use of his / her Personal Data;

by contacting MERCURY at the e-mail: mercury@mersec.com.my

4. MERCURY shall take all reasonable precautions to keep the Client's Personal Data secured and similarly require any third party data processors to do the same.
5. MERCURY shall ensure that all Personal Data are destroyed or permanently deleted if it is no longer required for the purposes for which it was to be processed.
6. MERCURY may release the Client's Personal Data, if required to do so by applicable law or governmental regulation or by any competent body or authority.

10. CONSENT CLAUSE

I / We hereby provide my / our consent expressly to Bursa Malaysia Depository for disclosure of information or documents relating to my / our affairs and in particular related to my / our CDS Accounts to MERCURY and to such agents, service providers and sub-contractors of MERCURY as informed by MERCURY. This consent will be valid until it is revoked by me / us. I / We release Bursa Malaysia Depository from any loss or liability arising from or in connection with this authorisation except for loss of liability I / we may suffer as a result of any act, statement and omission that was not done in good faith by Bursa Malaysia Depository.

TERMS AND CONDITIONS

Covenants and Undertaking

I/We hereby:

1. request you to open an account in my/our name;
2. declare that I have attained 18 years of age (for individuals only)
3. declare that I am not an undischarged bankrupt (for individuals only)
4. undertake to abide by all laws relating to my/our trading activities with you including without limitation the Rules and Regulations of the Bursa Malaysia Securities Bhd now in force or from time to time amended, revised or supplemented.
5. declare that all particulars and information given in this application form are true and correct and that I/we have not withheld any material fact or information to you. I/we hereby authorise you to verify at any time and from time to time all or any of the particulars and/or information furnished herein in such manner as you shall deem fit.
6. undertake to furnish you with such additional particulars and information as you may require at any time and from time to time.
7. declare and agree that my/our application herein is subject to your approval and you are absolutely entitled to reject my/our application or impose such conditions or restrictions as you may deem fit without giving any reasons therefor.
In the event an account is opened pursuant to the application herein, I/we hereby further agree to the following: -
8. I/We undertake to make immediate payment for delivery of securities purchased by me us and/or on my/our behalf when the same is due and you shall be entitled to apply such payment in any manner as you may in your absolute discretion decide.
9. I/We undertake to pay any security deposit required of me/us in relation to my/our account including without limitation deposit for purchase contracts made/transacted by me/us and/or on my/our behalf.
10. I/We authorise you to sell out or buy in such securities as may be required to clear my/our position with you.
11. I/We agree to pay to you all charges that may be imposed by you in relation to any debit balance outstanding in my/our account with you including without limitation your costs of funds, handling fee and service charges.
12. I/We authorise you to deal, in any manner as you shall deem fit. with all or any of the securities purchased for or under my/our account for which I/we have not remitted payment.
13. As a continuing security to you for the payment of any sums due or owing to you in respect of any transaction(s) on my/our account or any debit balance thereon, I/we hereby pledge. charge and grant a continuing lien and security interest in your favour, all my/our rights, title and interests in and to all securities and in all related documents deposited or transferred for credit of my/our account and/or standing to credit of my/our account in the Central Depository System and all interests income and dividends paid or payable in respect thereof and all proceeds of realisation or redemption of all such securities together with the power at any time and from time to time to sell any such securities and to apply the proceeds of sale in reduction or discharge of the sums secured.
14. I/We authorise you to set-off any contra gain, sales proceed, etc. against any outstanding position I/we may have with the company as you deem fit.

15. I/We declare that all orders made by me/us through the telephone shall not be revoked or withdrawn by me/us and shall therefore be confirmed.
16. I/We declare and agree that you may at any time and at your absolute discretion suspend or close my/our account with or without giving any reason therefor.
17. I/We declare that I/we have received the most recent trading guidelines issued by you and have read and understood the said trading guidelines and agree that I/we will not make any claims against you in the event I/we suffer loss or damage as a consequence of my/our failure to observe or comply with the trading guidelines now existing or such other trading guidelines issued by you from time to time.
18. I/We hereby authorise Mercury Securities Sdn Bhd (hereinafter referred to as "MERCURY") to automatically credit all proceeds (including but not limit to net sales proceeds, contra gains and any other payments due to me/us) into my/our trust account maintained with MERCURY. I/We further authorise MERCURY to deal with my/our trust monies under my/our trust as MERCURY deems fit, including placing my/our trusts monies in short term placement and/or money market instruments during the period prior to my/our investment being effected and MERCURY shall have the absolute right to deal with the interest income accrued from such placement.
19. I/We agree that I/we will have no claim whatsoever against you for any payments in respect of securities sold by me/us or for delivery of certificates or documents of titles of securities purchased by me/us in the event I/we had authorised my/our Dealer Representative or any other person to collect payments and/or transfer deeds and certificates or documents of titles of securities on my/our behalf from you save where in relation to scriptless securities under the Central Depository System the consequence arises from any willful act, omission, neglect, fraud or error on your part.
20. I/We agree at all times fully and effectually to indemnify you and keep you fully and effectually indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs, debts, interests, legal fees (on a full indemnity basis) and expense whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever against or by you to any person arising out of or incidental to all matters relating to my/our account with you including without limitation any breach by me/us of the agreement(s), undertakings and covenants herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the cancellation, suspension, termination or closure of my/our account with you.
21. I/We will forthwith notify you in writing of any change of address on my/our part. Should I/we fail to so notify you or should you fail to receive my/our notification, any notice sent by you to the address last known to you shall be deemed to be sufficiently given. Any notice given by you shall be deemed effected upon the expiry of three (3) days after the same is sent by ordinary post.
22. Failure or delay on your part to insist in any one or more instances upon the performance of any provisions contained herein shall not be construed as a waiver or relinquishment of any of your right to future performance of such provision and my/our obligation in respect of such future performance shall continue in full force and effect.
23. In the event that anyone or more of the provisions contained herein shall any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing the terms herein (being the law of Malaysia) or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions herein and the provisions herein shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

I / We declare that the above information given by me / us is true and complete. I / We hereby authorise MERCURY to verify the information provided from whatever sources MERCURY consider appropriate. I / We understand that MERCURY reserves the right to decline or reject my / our application without assigning any reason whatsoever.
I / We do hereby confirm that I / We understand the full content as stated in the Call Warrants Risk Disclosure Statement and the risks and obligations associated with trading in Securities.

I / We acknowledge that I / we have read, understood and fully accept the terms and conditions, Covenants and Undertakings as contained in this application.

Signature of Client (Individual) / Authorised Signatory (Corporate)	_____	Signature of Client (Individual) / Authorised Signatory (Corporate)	_____
Name	_____	Name	_____
NRIC / Passport No. / Reg No	_____	NRIC / Passport No. / Reg No	_____
Designation (for Corporate Client Only)	_____	Designation (for Corporate Client Only)	_____
Please affix company stamp / Seal (Corporate Client Only)	_____	Signature of Witness	_____
		Name	_____
		NRIC No. / DR Code	_____

FOR DR USE ONLY**G) KNOW YOUR CLIENT ("KYC")**

1. Have you known the Client more than 6 month?
If no, please indicate duration ☐ Yes ☐ No
2. Did you get to know the Client through your personal contact / social networking?
If no, please specify ☐ Yes ☐ No
3. Did you have previous dealing with the Client? ☐ Yes ☐ No
4. Does the Client have sound financial viability and credibility? ☐ Yes ☐ No
5. Did you sight the original NRIC / Passport when Client submitted the photocopy documents (individual client only)? ☐ Yes ☐ No
6. Have you explained the contents of this Declaration, Acknowledgement and Authorisation and Terms and Conditions? ☐ Yes ☐ No
7. Is the Client actively involved in any political activities or is the the Client (Corporate Client Only) government or political linked? ☐ Yes ☐ No
8. Have you verified the correctness of client information as well as identity of the client? ☐ Yes ☐ No

H) DECLARATION BY DR

I, the Dealer's Representative of this Client do hereby declare that the information given is true to the best of my knowledge and I have not withheld any information which might prejudice this Application. I also acknowledge and agree to accept instructions received from the Client directly and am aware that the Client is required to comply with the respective Terms and Conditions (as amended from time to time) attached to this application.

I hereby undertake to indemnify MERCURY against all claims, losses, damages, fines, penalties, costs and liabilities arising from the performance of the aforesaid request or otherwise in relation thereto.

Signature

Name / Code

NRIC

Date

Trading Limit Applied For (RM)

MERCURY ONLINE TRADING AGREEMENT

Online Trading Terms, Procedures and Practices

MERCURY SECURITIES SDN BHD ("Company") has introduced an online stockbroking portal ("Portal"). The Portal is directed to the investor, or those seeking Information on investing and which comprises of a variety of areas dedicated to providing investment-related information and services ("Services"). Subscriber ("Client") are, at all material times, a customer of the Company and have opened or applied to open a Trading Account with the Company. You desire the rights to access and use the Portal and subscribe to the Services.

In consideration of the Company granting you these said rights, you hereby agree to the terms and conditions contained herein (as may be amended from time to time) which shall govern your access to and use of the Portal and subscription to the Services.

1. PROVISION OF SERVICES

1.1 The Services provided by the Company consists of:-

- ◆ Online electronic trading systems whereby the Client may buy, sell, deal in or otherwise trade securities via the Portal in the Bursa Malaysia Securities Berhad ("Exchange"); and
- ◆ Any other facilities that may be introduced from time to time, and the Client has the option to subscribe to any one or more or any combination of the above named services.

1.2 The Company will provide any or all of the following facilities to the Client depending on the extent of the Client's subscription to the Services:-

- ◆ Access to real time quotes
- ◆ Access to online trading
- ◆ Access to financial information and charts
- ◆ Access to account information and portfolio

1.3 Notwithstanding the above, the Company may at any time and from time to time, vary or change the list of facilities herein above mentioned without giving any notice thereof to the Client. Any variation or change in the list of facilities imposed by the Company pursuant to this provision shall upon such variation or change be deemed to be part of the Services and shall not in any manner affect the other provisions of this Agreement.

1.4 The Client shall open and maintain an online account ("**Online Account**") which the Client shall use for the purposes of, among others, executing buy, sell, trade or deal orders for the securities ("**Orders**"). The Client shall execute the application form provided by the Company ("**Application Form**") and submit the same for approval by the Company. Upon the Company's approval, the Client shall be assigned a username and Personal Identification Number ("**PIN**") for the purpose of accessing the Client's Online Account. The Client acknowledges that the Company may, at its own discretion, reject the Client's application without assigning any reasons for doing so and without any liability whatsoever to the Company.

1.5 The Client shall be solely responsible for the security and privacy of the Client's username and PIN, as well as the Online Account. The Client acknowledges that the Company may, from time to time and at its sole discretion, access the Client's Online Account for the purposes of audit or inspection.

1.6 The services shall be used strictly and solely for the client and shall not be extended for use by third parties for whatsoever reason.

2. MEDIA OF SERVICES

2.1 The Client shall access the Portal to utilise the Services mentioned in Clause 1 above by using one or any of the following media:-

- ◆ Modem-equipped terminal or personal computer,
- ◆ Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its clients.

2.2 The Client agrees that should the Client experience difficulties in using one of the medias of service in Clause 2.1, the Client shall attempt to use the telephone or e-mail to communicate with the Company.

2.3 The Client further agrees that the Company may keep a record of all communication (including any transactions) between the Company and the Client for any purpose including to verify the information exchanged between the parties and to monitor the quality of the Services or to collect data to anticipate the Client's future financial requirements.

3. NO GUARANTEE OR WARRANTY & LIMITATION OF COMPANY'S LIABILITY

3.1 It is hereby acknowledged by the Client that the data, information, messages and other content ("**Information**") disseminated and/or provided through the Services to the Client derive either directly from the Company, the Exchange or from independent information providers.

The Client acknowledges that the Company and the Company's information providers, licensors, employees or agents do not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of any such Information disseminated and/or provided by any party through the Services. The Client is advised to verify the correctness, accuracy, timeliness and correct sequencing of all such Information and the Client shall be deemed to have done so, whether the Client has in fact done so or not. The Client further acknowledges that there may be delays, omissions or inaccuracies in the Information provided under these Services which the Company shall not be responsible nor liable for.

3.2 The Client acknowledges that the Company and the Company's information providers, licensors, employees or agents shall not be liable in any way for:-

- 3.2.1 any inaccuracy, error or delay in, or omission of -
 - i. any such Information or any other aspect of the Services; or
 - ii. the transmission or delivery of any such Information; or
- 3.2.2 any loss or damages arising from or occasioned by -
 - i. any such inaccuracy, error or delay in, or omission;
 - ii. non-performance; or
 - iii. interruption of any Information, or any other aspect of the Services, due either to any negligent act or omission by the Company or any disseminating party, or to any Force Majeure including but not limited to flood, adversely inclement weather, earthquake or any other act of God, fire war, insurrection, riot, labour dispute, accident, action of government, telecommunications, power or equipment fluctuation, malfunction or failure; or

3.2.3 any decision made or action taken by the Client or any other persons whomsoever in reliance upon the Information disseminated and/or provided by the Services.

3.3 The Company does not warrant the merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the Information furnished under the Services or any other aspect thereof, including but not limited to data, Information, messages, or access, or the execution, cancellation or amendment of any Orders, and the Client further agrees that the Company and the Company's information providers, licensors, employees or agents shall not be liable for any direct, consequential, incidental or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Company to execute, cancel or amend such Orders.

3.4 In addition to and not in derogation of any other terms of this Agreement, the Client acknowledges that, in providing the Services, the Company and the Company's information providers, licensors, employees or agents shall not, in any event, be liable to the Client or any other parties having access to the Services whether with or without the Company's consent for any direct, consequential, incidental or indirect losses or damages (including but not limited to loss of profits, trading losses and damages) that results from any inconvenience, delay or loss arising from the use of the Services, access to the Client's Online Account, or any of the circumstances enumerated in this Clause, regardless of whether the Company has been advised of the possibility of such damages or losses.

3.5 The Portal contains links to third-parties' websites and other resources on the Internet. Unless stated otherwise, the Company, or any of its affiliates or its third party vendors, licensors, advertisers or its information providers do not review or monitor any websites linked to the Portal and are not responsible for the contents of any such linked websites.

3.6 The Client further agrees that the Company and the Company's information providers, licensors, employees or agents shall not be liable for any loss resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or telecommunication lines, telephones or any other interconnect problems, unauthorised access, theft, operator errors, weather, earthquakes, floods and strikes or other labour problems.

3.7 The Client agrees that the liability of the Company to the Client arising out of any kind of legal claim in whatsoever way connected with or arising from the Company's services and the Client's use of the Information provided thereunder shall not exceed the monthly fee (if any) paid by the Client for the Client's subscription of the Services herein.

4. ORDERS AND CANCELLATION REQUESTS

4.1 The Client agrees that any Order(s) received by the Company through the use of the Client's Online Account (accessed via the Client's username and PIN) shall be deemed to have been issued by the Client notwithstanding that such order(s) may have been issued by a third party, whether authorised or otherwise.

4.2 The Client acknowledges that the confirmation of the receipt and/or execution of such Order (s) as reflected in the Portal shall be deemed conclusive of:-
♦ the receipt by the Company of the order; and
♦ that the consent necessary for such Order(s) is as received by the Company; and
♦ that such Order (s) may be relied upon and acted on by the Company without further reference to or verification from the Client and without liability whatsoever to the Company.

4.3 The Client agrees to review the relevant page confirmation views in the Portal to ascertain that the Order(s) were correctly received by the Company and processed under these Services.

4.4 The Client acknowledges that not all trades will be executed concurrently with the Order(s) issued by the Client. The Client further acknowledges and accepts, without liability of the Company, its employees or agents, that there will be times when a quoted price will change prior to the trade's execution due to market circumstances or factors outside the control of the Company.

4.5 The Client acknowledges that a request to cancel an earlier Order is not guaranteed by the Company as the earlier Order can only be cancelled if the cancellation request is received and effected before the said earlier Order is executed.

4.6 The Client acknowledges that while the Company reserves the sole right to review all Orders executed by the Client pursuant to these Services, the Company shall neither be obliged nor required to do so. Accordingly, the Company shall neither be responsible nor liable for any mistakes, inaccuracies or incompleteness in such Orders, whether due to an error caused by the client or as a result of any other reasons whatsoever.

5. AVAILABILITY AND ACCESS TO SERVICES

5.1 The Trading Session of the Exchange is from Monday to Friday (subject to public holidays as declared by the Exchange) in two(2) Trading Sessions as follows:-

- (a) Morning Trading Session : 9.00 am to 12.30 pm
- (b) Afternoon Trading Session : 2.30 pm to 5.00 pm

The Exchange may at any time, as it deems fit, change the time prescribed for a trading session.

5.2 The Client also agrees and acknowledges that any Orders placed from 9.00 am to 12.30 pm will be queued for the Trading Session for the Morning Trading Session of the day and unfulfilled Orders, if any, shall be carried forward to the next Trading Session.

5.3 The Client also agrees and acknowledges that any Orders placed after 12.30 pm until 5.00 pm will be queued only for the Afternoon Trading Session of that day and unfulfilled Orders of the day, if any, shall be cancelled and will not be carried forward to the next trading day unless expressly agreed between the Client and the Company.

5.4 The Client agrees and acknowledges that all electronic Orders placed in the system of queuing electronic orders ("eCOS Queue") pending routing to the Automated and computerised securities Trading System ("ATS") wherein no matching shall take place until the Trading Session begins.

5.5 The Company however does not guarantee that Orders placed in eCOS Queue shall be routed forthwith to ATS and Orders queued which are not entered into ATS for whatsoever reason shall be cancelled and removed.

6. LICENSE & TITLE TO INFORMATION / PROPRIETARY RIGHTS

6.1 Subject to the terms of this Agreement, the Company grants to the Client a personal, non-exclusive, non-assignable and non-transferable licence to use and display the Services' software or website (whichever is applicable) ("**Software**") on any computer of which the Client is the primary user. Unauthorised copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly prohibited without the prior written consent of the Company. The Client agrees not to sublicense, assign or transfer this licence or the Software and any attempt to do so shall be considered to be null and void.

6.2 The Client acknowledges that the Company, the Exchange and participating information providers assert a proprietary right over the Information

disseminated through and/or provided by the Services. The Client agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or exploit, whether for commercial purposes or otherwise, the Information in any manner whatsoever without the express written consent of the Company nor use the Information for any illegal or illicit purpose.

6.3 The Client agrees that it shall protect the contractual, statutory and intellectual property rights of the Company, the Exchange and participating information providers in or to the Information furnished under the Services and in the Services themselves and shall comply with all written requests from the parties hereinbefore mentioned as they deem necessary to protect their respective rights.

7. CLIENT'S SOLE RISK

7.1 The Client acknowledges that neither the Services nor the Information provided thereunder is intended to amount to or constitute any financial, business, tax, or legal advice. Although the Services provides access to opinions, Information and recommendations about the economy, stock market, how to invest and what stocks to buy, the Services shall not be construed as amounting to offers, invitations or solicitations to buy, sell or otherwise trade in the securities concerned. The Company does not warrant the accuracy stated in any manner of the opinions, Information and recommendations, and no reliance whatsoever by the Client on the matters aforementioned shall give rise to any claim whatsoever.

7.2 The Company neither recommends any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all Orders made by it through the Services and executed by the Company pursuant thereto are made at the Client's sole and absolute risk.

7.3 The Client acknowledges that the Exchange is the regulatory and supervisory authority of the Company and that the Exchange shall, at all material times, have the right to examine, inspect, scrutinise the Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection or scrutinisation being carried out at reasonable hours. The Client acknowledges that it shall not hold the Company liable for any liability and/or losses that may occur as a result of the actions and omissions of the Company and/or the Exchange.

8. NOTIFICATION BY CLIENT

8.1 Without prejudice to any other provision herein, the Client agrees that it shall notify the Company immediately and, in any case, not later than twenty four (24) hours from the time the Client should have become aware of the existence of any of the following:-

- ◆ any loss or theft of the Client's username or PIN;
- ◆ any unauthorised access of the Client's Online Account, use of the Client's username or PIN, or of the Services or any information obtained thereunder;
- ◆ any failed or incorrect receipt of an Order initiated by the Client through the Services upon the Client's review of the Trade Confirmation View of the Services;
- ◆ any receipt of confirmation (whether electronic, written or otherwise) of business done of an Order which the Client did not place or any receipt or inaccurate or conflicting report or information.

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

8.2 Should the Client fail to notify the Company in the time specified in Clause 8.1 above of the occurrence of any of the above incidents, neither the Company nor any of its information providers, licensors, employees or agents, shall be responsible and/or liable to the Client or any other party whose claim may arise through the Client for any claims with respect to handling, mishandling or the loss of any Order. For the avoidance of doubt, the Client acknowledges that its notifying of the Company in Clause 8.1 shall not render the Company responsible or liable whatsoever for any of the situations stated thereto.

9. CONFIDENTIALITY

9.1 The Client shall be responsible for the confidentiality, security and safe storage and use of its username and PIN. The Client further accepts full and absolute responsibility for all Orders entered through the Client's Online Account via the use of the Client's username and PIN. All Orders so received by the Company pursuant thereto shall be deemed to have been received from the Client and are valid and correct instructions of the Client.

10. FEES

10.1 The Client agrees to pay and authorises the Company to debit its Trading Account with the following fees, if any:-

- ◆ All Subscription, service and use fees as prescribed by the Company, wherein the said subscription fees are payable monthly in advance, and none of the said fees are refundable.
- ◆ Any other reasonable fees and charges imposed by the Company from time to time for services and facilities rendered to the Client.
- ◆ Interest on all outstanding sums at such rate and at such mode as the Company shall notify the client in writing.
- ◆ Legal fees and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owed by the Client to the Company.

10.2 Notwithstanding the above provisions, the Company may at its discretion vary the rate of such fees and subscriptions, at any time and from time to time without notice to the Client and without any liability whatsoever.

10.3 The Client agrees that the Company may impose additional fees in relation to the provision of the Services, subject to obtaining the prior agreement of the Client. In the event the Client is not agreeable to the Company imposing the additional fee(s), the Company shall have the option of terminating this Agreement in accordance with Clause 16 herein.

11. CONTINUING SECURITY OF ASSETS

11.1 The Client agrees that it shall pay all costs (including solicitor's fees), if any, incurred by the Company in collecting any overdue fees from the client. The Client hereby grants the Company a continuing security interests and/or lien on the assets belonging to the Client in all its accounts with the amounts owing under this Agreement and that the Company shall be at liberty to use or dispose these assets in whatsoever manner and upon such terms and conditions as the Company deems fit to secure the full payment of such overdue fees, subject to any rules that may be laid down by the Exchange in respect of such matter.

12. TAXES & LICENSES

12.1 The Client shall pay for all taxes and licence fees payable for the use of the Services, if any.

13. RESTRICTIONS IN USE OF SERVICES

13.1 The Company reserves the right to determine whether the Client is to trade via the Services on either Ready Basis Contracts or Immediate Basics Contracts as provided for in the Rules of the Exchange.

13.2 The Client shall not be entitled to use the Services offered by the Company under this Agreement, if there exists any restriction whatsoever on the Client's Trading Account either imposed by the Company or by any relevant authorities, including but not limited to cash up-front restrictions.

13.3 The Company shall not be held responsible for any failure to provide the Services, including the execution of any Order arising out of any restrictions imposed. While the Company may inform the Client of such restrictions, the Client acknowledges that the Company is not obliged to do so and shall not be

responsible for its failure to do so.

14. DEPOSIT

14.1 The Company reserves the right to require the Client to place cash and/or equity as deposit to the execution of any transaction through the Services. It shall be in the absolute discretion of the Company to determine the amount of deposit payable by the Client and the time and manner for the placement and nature of such deposit.

14.2 The Company reserves the right to require the Client to maintain a minimum balance at any one time in the Client's account. It shall be at the absolute discretion of the Company to determine the quantum of the said minimum balance to be so maintained. At the Company's absolute discretion, the Client's failure to maintain such minimum balance as stipulated by the Company would entitle the Company to terminate this Agreement in accordance with Clause 16 herein.

14.3 The Company shall neither be held responsible nor liable for any failure to provide or interruption in the Services arising out of the Client's failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by the Company.

15. INDEMNITY

15.1 The Client hereby agrees that it shall fully and effectively indemnify the Company and hold the Company harmless from and against any and all claims, liabilities, cost and expenses (including but not limited to solicitor's fees on a Solicitor and Client Basis) arising or which may arise out of the Client's breach or violation of any of the terms and conditions of this Agreement or any third party rights, including but not limited to violation of any intellectual property, proprietary or privacy rights. This obligation to indemnify the Company shall survive the termination of the Services.

16. TERMINATION OF RIGHT OF ACCESS

16.1 Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith this Agreement, all or any part of the Services, the Client's right of access to and use of the Portal and the Client's subscription to the Services (or any portion thereof) without notice, and without any obligation to give any reasons for doing so for any reason whatsoever including but not limited to any unauthorised use of the Client's username and PIN, not agreeing to the levying to additional fees, or breach of any terms and conditions of this Agreement in any manner whatsoever whether by the Client or by any other person(s) whomsoever.

16.2 In the event of such termination by the Company in Clause 16.1, the Company shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered by the Client arising out of or in connection with such termination.

16.3 Clause 3,7,11 and 15 shall survive any termination of this Agreement.

17. REPRESENTATIONS

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

♦ That the Client agrees to be bound by the terms and conditions of this Agreement is not acting on behalf of any firm, corporation, partnership, trust or association; and

♦ That the Client will use the Information provided under these Services solely in connection with the Client's own personal investment activities and not in connection with any trade or business activities; and

♦ That the Client is not a securities broker/dealer, investment advisor, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association or futures exchange or an owner partner or associated person of any of the foregoing; and

♦ That the Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity.

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

18. ACKNOWLEDGEMENT

18.1 The Client acknowledges that the Company is providing the Services on the basis of and on condition that the Client agrees to be bound by the terms and conditions contained in this Agreement. In addition to the terms and conditions contained in this Agreement, the Client also acknowledges that there may be other terms and conditions for the use of any of the Services in the Portal.

18.2 Subject to Clause 18.3 herein, the Client acknowledges that the terms and conditions contained in this Agreement, inclusive of the Application Form, constitutes the complete statement of the Client's agreement with the Company in respect of the Client's access to and use of the Portal and the Client's subscription to the Services, and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Services regardless of whether they are contained in any materials, documents or representations made or provided by the Company.

18.3 The Client hereby agrees that the terms and conditions of this Agreement shall be read together with any other agreement relating to the trading of securities, entered into between the Client and the Company.

19. AMENDMENTS AND MODIFICATIONS

19.1 Notwithstanding Clause 18, the Company may in its absolute discretion and without any prior notice (whether in writing or otherwise) amend or vary the terms and conditions of this Agreement hereunder at any time or from time to time or impose any additional provisions, all of which shall be binding upon the Client as if the amendments and additional clauses had been originally set out in this Agreement.

20. GOVERNING LAW

20.1 This Agreement and performance hereunder by the parties will be governed by and construed in accordance with the laws of Malaysia and the parties hereto submit to the exclusive jurisdiction of the Malaysian Courts in all matters connected with the obligations and the liabilities of the parties under this Agreement.

21. TIME

21.1 Time wherever mentioned shall be of the essence of this Agreement.

22. SEVERABILITY

22.1 Any term, condition, stipulation, provision, covenant or undertaking herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness,

prohibitions or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant, or undertaking herein contained.

23. ASSIGNMENT & SUCCESSORS

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

23.2 The terms and conditions of this Agreement shall be binding upon the successors-in-title and permitted assigns of the parties hereto.

24. WAIVER

24.1 Except as specifically permitted in this Agreement, no provision, term or clause of this Agreement will be waived, altered, modified or amended unless agreed to and acknowledged in writing by the Company that such waiver, alteration, modification or amendment will take effect and be binding upon both the Client and the Company.

25. NOTIFICATION

25.1 The Client hereby irrevocably consents to any notification to the Client by the Company, where required under this Agreement or where given under the Company's discretion, in any one or more of the following methods:-

- ♦ Mail;
- ♦ Electronic mail/ e-mail;
- ♦ Facsimile;
- ♦ Telephone;

25.2 Any failure or delay on the part of the Company to give notice to the Client in accordance with Clause 25.1 hereof, where required under this Agreement, shall not prejudice or have the effect of invalidating the subject matter of the notification.

26. HEADINGS

26.1 The headings of each provision, clause, or term, of this Agreement are meant for reference only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision, clause or term herein.

27. REGISTRATION

27.1 In order to register as a member of the Portal, you must be at least eighteen (18) years of age and have the legal capacity to sign legally binding contracts. You agree that all information provided by you in the registration process is true, accurate, current and complete and further agree to maintain and promptly update your registration data to keep it true, accurate and complete. In the event that the information provided by you is found to be, or if the Company has reasonable grounds to believe it to be untrue, inaccurate, not current or incomplete, the Company has the full right under Clause 16 to suspend or terminate your account.

Declaration by Client

I/We have read and understood the Online Trading Terms, Procedures and Practices stated above and agree to comply with all the Terms, Procedures and Practices herein. I/We further declare that I/We am/are fully aware of the risks involved in share market transactions and accept sole responsibility therefore.

Signature of Subscriber/Authorised Signatories

Name: _____

NRIC/Company Registration No. _____

** Affixation _____

Date: _____

* Signature of Witness

Name: _____

NRIC: _____

Address: _____

Date: _____

* Witness can be anyone except spouse. Signature, NRIC and Address of witness are compulsory.

** Affixation of Company's Common Seal / Rubber Stamp where applicable.