

HONG LEONG BANK NOMINEES SHARE TRADING ACCOUNT TERMS AND CONDITIONS
("TERMS AND CONDITIONS")

PART A:

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. The following terms and expressions shall have the meanings assigned to them unless the content otherwise requires:

"Appropriate Authority"	means any government or taxing authority;
"Authorised Persons"	means person(s) authorised by the Customer to act on its behalf on any matter under this Agreement;
"Available Funds"	means the sum of monies standing to the credit of the Settlement Account (as defined herein) and available for the purposes of any transaction effected through the Trade Accounts (as defined herein). Without prejudice to HLB and/or HLIB's rights of calculation and determination as provided in these Terms and Conditions, the Customer agrees and acknowledges that all amounts earmarked for the Customer's purchase of any shares, stocks or securities (inclusive of the purchase price as well as the transaction costs payable) and/or other banking transactions shall be deducted from and shall not form part of the Available Funds in calculating the available limit for the Customer's trades;
"BM"	means Bursa Malaysia;
"BMD"	means Bursa Malaysia Depository Sdn. Bhd.;
"BMSB"	means Bursa Malaysia Securities Berhad;
"Business Day"	means a day on which HLB is open for the transaction of ordinary banking business in West Malaysia, Sabah or Sarawak, as the case may be;
"CDS Account"	means the central depository account(s) opened by the Customer and/or HLB and maintained by the Customer with BMD, or the Nominee with BMD for the benefit of each Customer as account qualifier, for trading in securities and identified by a CDS account number for each Customer;
"Customer"	means a person/company who has opened the Trade Accounts and in cases where the Customer has appointed Authorised Persons to act on his behalf on any matters under this Agreement, the term "Customer" when used with reference to such matters, shall include such Authorised Persons;
"Default Rate"	means the rate of 8% on daily rest or any other rate or rates as may be determined by HLB at its absolute discretion at any time and from time to time or, as the case may be, the rate or rates as may be specified by HLB in its notices to the Customer;
"ECOS"	means the electronic client ordering system for the transmission of Customer's orders to HLIB's Dealer's Representative;
"FATCA"	means Foreign Account Tax Compliance Act, which is deemed to include the Foreign Account Tax Compliance Act provisions, codified in Sections

1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof, any agreement entered into thereunder or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof;

"FDSS"	means the fixed delivery and settlement system established by BM which fixes and regulates the day and time for the delivery and settlement of securities traded on BM;
"FSA"	means the Financial Services Act 2013 as may be amended at any time and from time to time;
"HLIB Trading Account"	means the share trading account(s) opened by the Nominee with HLIB for the benefit of each Customer and identified by a client trading code for each Customer;
"HLB"	means Hong Leong Bank Berhad;
"HLIB"	means Hong Leong Investment Bank Berhad;
"HLISB"	means Hong Leong Islamic Bank Berhad;
"HLIBNT"	means HLIB Nominees (Tempatan) Sdn Bhd;
"HLIBNA"	means HLIB Nominees (Asing) Sdn Bhd;
"HLBNT"	means HLB Nominees (Tempatan) Sdn Bhd;
"HLBNA"	means HLB Nominees (Asing) Sdn Bhd;
"Nominee"	means either HLBNT, HLBNA, HLIBNT or HLIBNA in whose name the CDS Account and the HLIB Trading Account is opened by HLB with BMD and HLIB respectively for the benefit of the Customer as account qualifier;
"Password"	includes log-on password, User ID and Customer code;
"Privacy Notice"	Means HLB/HLISB/HLIB's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB/HLISB/HLIB as may be amended from time to time and made available at the HLB/HLISB/HLIB websites respectively or in such manner as HLB/HLISB/HLIB deems appropriate from time to time;
"SC"	means the Securities Commission Malaysia;
"ATS"	means Automated Trading System, an automated and computerized securities trading system established by Exchange;
"Service"	means the electronic investor services which are provided by or through HLB as referred in clause 1 of Part B: Terms & Conditions for Access to and Usage of Electronic Investor Services;
"Settlement Account"	means the Customer's Hong Leong Pay&Save Account/Pay&Save Account-i or any other account opened and maintained by the Customer with HLB/HLISB, which has been/will be linked to the Trade Accounts as the Customer's settlement account for the purpose of receiving monies

	from or for or on account of the Customer for the purchase or sale of securities by the Customer;
“Settlement Day”	means a day on which payment for the purchase of securities must be made;
“SMS”	means short message service;
“Tax”	means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof;
“Terms and Conditions”	Means collectively the Hong Leong Pay&Save Account Terms and Conditions/Hong Leong Pay&Save Account-i Terms and Conditions and Hong Leong Bank Nominees Share Trading Account Terms and Conditions comprising Parts A to E, as may be amended from time to time;
“Trade Accounts”	means the HLIB Trading Account, the CDS Account and includes any other account or accounts which may be opened for the purposes of trading on BM by the Customer pursuant to the arrangements under these Terms and Conditions;
“Trading Day”	means a day in which BM is open for trading;
“Trading Hours”	means the hours in a day in which securities are traded on BM;

1.2. Interpretation

- (a) Words importing singular shall include the plural and vice versa and words applicable to natural persons including body, persons, company, corporation or firm.
- (b) Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (c) Where there are two or more persons comprised in the term “the Customer”, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.
- (d) Any liberty or power which may be exercised or any determination which may be made hereunder by HLB may be exercised or made at HLB’s absolute and unfettered discretion and HLB shall not be under any obligation to give any reason therefore to the Customer.
- (e) Any reference to the provisions of any legislation includes any statutory modification or re-enactment thereof.
- (f) The General Terms and Conditions in Part A of these Terms and Conditions shall be read in conjunction with the relevant Parts B to E of these Terms and Conditions. In the event of any inconsistency between these General Terms and Conditions and the relevant Parts B to E of the Terms and Conditions, the relevant Part shall prevail to the extent of such discrepancy or inconsistency.
- (g) The Hong Leong Pay&Save Account Terms and Conditions/Hong Leong Pay&Save Account-i Terms and Conditions shall be read together with the Hong Leong Bank Nominees Share Trading Account Terms and Conditions. In the event of any conflict or discrepancy between the Hong Leong Pay&Save Account Terms and Conditions/Hong Leong Pay&Save Account-i Terms and Conditions and the Hong Leong Bank Nominees Share Trading Account Terms and Conditions, Hong Leong Pay&Save Account Terms and Conditions/Hong Leong Pay&Save Account-i Terms and Conditions shall prevail to the extent of such discrepancy or inconsistency.

2. OPENING OF TRADE ACCOUNTS

- 2.1. Customers may open Trade Account(s) at HLB's branches or through such other channels including internet banking services made available by HLB such as Hong Leong Connect, rendering all information and documents, paying all such fees as may be required by HLB to process the application and offer the service and shall comply with HLB's terms and conditions for opening and operation of the Trade Account(s).
- 2.2. Upon receiving the Customer's application for the opening of the Trade Account(s), HLB shall request HLIB to open the CDS Account and the HLIB Trading Account on behalf of and for the benefit of the Customer and the Customer shall pay all fees that may be imposed by HLIB for the opening of the said accounts. The Customer authorises HLB to:
 - (a) Disclose his particulars, account number and all other information relating to him to HLIB, the Nominees and such other parties as may be required by HLIB; and
 - (b) To debit the Settlement Account in order to pay the fee for the purpose of opening the CDS Account.
- 2.3. The Customer shall fully reimburse and pay HLB upon HLB's written demand for all claims, damages, losses, liabilities, costs and expenses, including solicitor's fees on a solicitor and own client basis, which may be suffered or incurred by HLB in connection with the Customer's use of the HLIB Trading Account and/or the CDS Account due to the Customer's act, omission or instructions.
- 2.4. Once the Customer has complied with all the terms and conditions for account opening as may be imposed by HLB and HLIB and the Trade Accounts have been opened, HLB may subject to these Terms and Conditions and its rules and guidelines, accept instructions from the Customer for trading securities on BM through HLIB.
- 2.5. The opening of the Trade Accounts is subject to the closure of any existing HLIB Trading Account maintained by the Customer with HLIB and the Customer's settlement of all outstanding liabilities due to HLIB in respect of the said existing HLIB Trading Account. The Customer will be assigned a new account number in respect of the Trade Accounts.
- 2.6. The Customer acknowledges that the opening of the Trading Accounts is subject to HLB and HLIB's approval.
- 2.7. In connection with Clauses 2.2 and 2.5, the Customer hereby consents to and authorises HLB to use the Customer's specimen signature for the Settlement Account in HLB/HLIB's records to be affixed on:
 - (a) The relevant account opening form for the CDS Account; and/or
 - (b) The relevant letter/form to be issued to HLIB by the Customer for the closure of the Customer's existing HLIB Trading Account (if any).
- 2.8. The Customer acknowledges and understand that only tax residents in Malaysia & non-U.S Persons without U.S indicia can apply for the Trade Accounts.
- 2.9. The following shall not be eligible to apply and open the Trade Accounts:
 - (a) U.S Person; and
 - (b) Non U.S Persons with U.S Indicia*

*(a) The term U.S person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

- (i) a citizen or resident of the United States;
- (ii) a United States partnership;
- (iii) a United States corporation;
- (iv) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includable in gross income under the Internal Revenue Code); and
- (v) any trust if:
 - a court within the United States is able to exercise primary supervision over the administration of the trust; and

- one or more United States persons have the authority to control all substantial decisions of the trust.
- (b) A United States (U.S) person refers to a citizen or resident of the United States or holds a U.S passport or U.S green card.
- (c) A Non U.S person with US indicia refers to one or more of the below:
- (i) A person born in the U.S and
 - Has provided the “Certificate of Loss of Nationality”; or
 - Confirm that he/she does not have the “Certificate of Loss of Nationality”.
 - (ii) A person with a current U.S permanent or mailing address, including a U.S P.O. Box.
 - (iii) A person who only has a “hold mail” or “in care of” address that is the sole address of the Account.
 - (iv) A person who has a U.S telephone number.

3. TRADING ARRANGEMENT

TRADING ARRANGEMENT AND PAYMENTS

- 3.1. The Customer is allowed to trade up to the limit of Available Funds in its Settlement Account at a brokerage fee as may be advised by HLIB from time to time.

The Customer shall conduct and settle the Customer’s trades in accordance with the terms of share trading specified in the Hong Leong Pay&Save Account Terms and Conditions or Hong Leong Pay&Save Account-i Terms and Conditions, whichever is applicable.

- 3.2. All payments made by the Customer or those made on the Customer’s behalf to HLIB shall be paid to such bank account of HLIB as HLIB may designate from time to time.
- 3.3. The Customer shall promptly pay such fees, charges, costs, and expenses to HLB as HLB may impose from time to time and notify to the Customer in connection with the provision of the services herein.

MODE OF EXECUTION OF TRADES

- 3.4. The Customer is to conduct its trades vide internet or mobile trading facilities made available by HLB and/or HLIB in which case the Customer shall be at all times bound by the Terms and Conditions for Access and Usage of Electronic Investor Services annexed hereto under Part B and any other terms and conditions which may be imposed by HLB and/or HLIB from time to time in respect of the internet or mobile trading facilities.
- 3.5. Trading instructions may also be given by the Customer during Trading Hours in such manner as may be prescribed by HLB and/or HLIB from time to time. Trading instruction may also be given no earlier than half ($\frac{1}{2}$) an hour prior to the commencement of the morning trading session. The trading instructions will be electronically transmitted to HLIB through the ECOS or through such other transmission mode as may be determined by HLB and/or HLIB from time to time, to the Designated Dealer’s Representative for execution. Where instructions are received outside Trading Hours, HLB and/or HLIB will endeavour to transmit such instructions as soon as practicable during the Trading Hours of the following trading period which may be the next Market Day. HLB and/or HLIB shall have no liability whatsoever for any failure or delay to transmit the instructions due to whatsoever causes whether within or beyond HLB and/or HLIB’s control.
- 3.6. A Dealer’s representative selected by HLIB (“**Designated Dealer’s Representative**”) will execute the Customer’s trading instructions transmitted by HLB or the Customer, as the case may be and the Customer shall effect all trades through the Designated Dealer’s Representative only. The Designated Dealer’s Representative may be substituted or replaced by HLIB at any time without reference to the Customer.
- 3.7. Without prejudice to the generality of Clauses 3.4, 3.5 and 3.6, HLB may prescribe that trading instructions can be given:

- (a) through the telephone subject to verification exercise as may be determined by HLB but which HLB shall not be obliged or be under any duty whatsoever to conduct or verify the identity of the caller prior to executing the caller's instructions
- (b) in writing, in which case the following shall apply:
 - (i) The Customer's written instructions shall be written clearly, completely and without any ambiguity and signed by the Customer;
 - (ii) any amendments to the written instructions must be countersigned by the Customer.

3.8. The Customer covenants and agrees that:

- (a) the trading instructions (including those given in writing) are irrevocable and not subject to cancellation or any amendments whatsoever once his order has been matched;
- (b) HLB will endeavour to transmit instructions to the Dealer's Representative on any cancellation or amendments to trading instructions (including those given in writing) before the order has been matched but HLB does not guarantee that such instructions will be or can be effected by the Designated Dealer's Representative;
- (c) The Customer will be notified by way of contract note delivered to him by HLIB in the ordinary course of business of HLIB, when the order is executed but not otherwise;
- (d) HLB and/or HLIB may, but is not obliged, to inform the Customer that the order has been executed or otherwise;
- (e) HLB and/or HLIB reserves the right to reject or refuse to transmit any trading instructions without assigning any reason for such refusal;
- (f) HLB and/or HLIB shall not be liable for any loss howsoever arising by reason of the Designated Dealer's Representative failing or being unable to execute the Customer's order in full and effects partial execution only, and the Customer shall accept and be bound by the outcome;
- (g) the Customer covenants that his dealings in securities hereunder shall be carried out for his own account as principal and not for the benefit of any other party; and
- (h) the trading instruction of the Customer shall not be deemed to be valid and effective until the trading instruction is actually received and accepted by HLB and/or HLIB and routed to HLIB and written confirmation of business done of an order ("**Business Done**") is subsequently received by the Customer either by telephone or addressed to the Customer's e-mail address or SMS or published on the designated forum provided in the Service and the Customer shall have no claim against HLB and/or HLIB in respect of any losses, liabilities, costs and/or expenses resulting from any failure by HLB and/or HLIB to receive the Customer's instructions as aforesaid.

3.9. HLB and/or HLIB shall be and is hereby authorised to rely upon and act in accordance with trading instructions given by or on behalf of the Customer by any of the modes prescribed by HLB, without enquiry on its part as to the identity of the person giving or purporting to give such trading instructions or as to the authenticity of such trading instructions and that HLB shall be in no way responsible for any misuse or unauthorised use of messages or instructions given to HLB by the Customer. Notwithstanding that a transaction may be disputed by the Customer for any reason whatsoever including the reason that the person who gave the instructions was not the Customer, HLB shall be entitled to treat such instructions as binding upon the Customer and HLB shall be entitled to take such steps in connection with or in reliance upon such instructions.

3.10. On receiving contract notes or statement or account from HLB, HLIB, and/or the Nominee, the Customer must read them carefully to establish if there are any errors or omissions or if he disagrees with any information contained therein and the Customer undertakes to inform the relevant party of such errors or omissions or disagreement by 5:00 p.m. on the Trading Day immediately following the date that he is

deemed to have received the same, failing which he shall be deemed to have waived his right to dispute the accuracy of the contract notes or statements of account or documents and accepted the entries contained therein as final and conclusive evidence of the facts contained therein. Accordingly, HLB, HLIB, and/or the Nominee have the right to treat the Customer's silence as the Customer's representation that the contract notes or statement of accounts or documents are accurate in all respects and he shall thereafter be precluded from making any claims of errors or omissions against HLB, HLIB and/or the Nominee.

4. CUSTOMER'S AUTHORISATION

- 4.1. The Customer shall not give any instructions to HLB for the sale of securities if he does not have such securities or sufficient securities in his CDS Account and notwithstanding that such instructions are given, HLB and/or HLIB is under no obligation whatsoever to execute such instructions, whether wholly or partially.
- 4.2. The Customer shall not transact, or give any instructions to HLB, for the purchase of securities if he does not have sufficient cash in the Settlement Account to pay for the securities and notwithstanding that such instructions are given, HLB and/or HLIB is under no obligation whatsoever to execute such instructions, whether wholly or partially.
- 4.3. The Customer expressly and irrevocably authorises and instructs HLB to do the following:
 - (a) Earmark and/or debit the Settlement Account for all fees, charges, costs and any other expenses incurred or expended by HLB, HLIB and/or the Nominee and all other expenses, fees or charges, including but not limited to clearing, brokerage fees, stamp duties payable on account of the Customer trading in securities (hereinafter collectively referred as "**Charges**");
 - (b) Earmark and/or debit the Settlement Account for the charges and all payments due from the Customer on the purchase of securities, including all outstanding sums (referred to under Clause 4.4 below) and remit the appropriate amounts due to the respective payees by whatsoever means;
 - (c) Collect and credit into the Settlement Account, all dividends, payments on the sale of securities and all other payments in connection with the securities or the operation of the Trade Accounts; and
 - (d) Liquidate by withdrawals from the Settlement Account and utilize the proceeds from there to settle all purchase contracts, fees, contra losses and any other charges owing by me in relation to the Trade Accounts.
- 4.4. In the event that the Customer fails to make full payment together with all Charges for securities purchased on or before the settlement day and/or for contra losses (hereinafter collectively referred as "**the outstanding sums**"), the Customer shall pay interest on the outstanding sums at the Default Rate commencing from the settlement day up to the date that the outstanding sums is paid in full (both before as well as after judgment). The Customer acknowledges and agrees that the securities purchased and all other securities in his CDS Account, whether in the Customer's name or in any Nominee Account, may be sold by HLB and the proceeds of sale utilised to pay the outstanding sums, all legal fees on a solicitor and own client basis and any other fees and costs incurred in facilitating or enforcing such sale. If the amounts realised from the sale of the securities is insufficient to settle the outstanding sums together with interest thereon, the Customer shall immediately pay HLB the shortfall together with interest thereon.

5. CONTRACT NOTES

- 5.1. Each and every trade effected by the Customer shall be evidenced by a contract note ("**the Contract Note**") issued by HLIB.
- 5.2. Each such Contract Note shall be made out in Customer's name or in the name of the Nominee or HLB for account of the Customer and contain inter alia, name of Customer, Contract Date, Contract Number, Price, Quantity, Counter, Buy or Sell Contract and amount payable to the Customer for a Sell Contract and the amount payable by Customer for a Buy Contract. The Customer shall comply strictly with the terms of settlement set out in the Contract Note, failing which BM rules on force selling or buying-in shall apply and the Customer shall reimburse and pay HLB in full upon HLB's written demand for any losses costs or expenses that may be incurred as a result of the Customer's breach.

- 5.3. Each Contract Note shall be forwarded by HLIB directly to the Customer by post or such other permissible mode, to the Customer's address or email address as recorded by HLIB, on the Trading Day immediately after the Trading Day on which the contract is done or within such other permissible period as may be determined by HLIB. All Contract Notes will reflect the relevant brokerage fee imposed on the relevant transaction which will be charged in accordance with the rates displayed at HLB's website at www.hlb.com.my or as may be prescribed from time to time by directives of the relevant regulatory authorities.
- 5.4. The Contract Note shall be the official confirmation of the Customer's instructions having been effected and shall be conclusive and binding on the Customer.

6. CONTRA TRADES

Contra transactions by the Customer are permissible, unless otherwise notified to the Customer in writing by HLB and provided (i) they are effected within two (2) Trading Days or such other number of Trading Days as may be permitted by HLB at its discretion from the date of the Contract Note representing the purchase of the securities; and (ii) the Customer has sufficient cash in the Settlement Account to pay for the purchase of the securities. The Customer shall pay and make good any contra transactions losses on the Trading Day after the sale transaction day and shall reimburse and pay to HLB upon HLB's written demand for all interest costs incurred by HLB arising from the Customer's default in making such payments.

Where securities purchased by the Customer are to be sold on a contra basis, and unless otherwise determined by HLB at its absolute discretion, such securities shall be sold on a "first in first out" basis, that is securities of the same counter shall be sold in the priority in which those securities were purchased regardless of the purchase price of the securities.

The requirements pertaining to contra transactions set out in this Clause 6 are subject to changes from time to time by the relevant authorities and/or as notified by HLB to the Customer with prior written notice. The Customer is advised to obtain the latest schedule of due dates and payment time frame from HLB.

7. CLOSURE OF ACCOUNTS

- 7.1. The Trade Accounts of a Customer may be closed if the Customer breaches any of these Terms and Conditions and fails to remedy such breach within the time stipulated by HLB.
- 7.2. Notwithstanding the above, the Trade Accounts of the Customer may be closed if:
- (a) the Customer or any one of them in the case of joint accountholders dies, become insane or serves any custodial sentence, commits an act of bankruptcy, is insolvent or has a bankruptcy/winding-up petition presented against him;
 - (b) the Customer shall be affected by a material change in its financial condition which is in the opinion of HLB likely to prejudice the ability of The Customer to perform his obligations under this Agreement;
 - (c) a change in applicable law or regulation makes it impossible or unlawful for HLB to allow The Customer to effect the purchase and sale of securities in the manner contemplated under this Agreement;
 - (d) the HLIB Trading Account is closed by HLIB and the Customer acknowledges that HLIB may close the HLIB Trading Account without assigning any reason; or
 - (e) the Customer breaches or defaults in any obligations, terms or conditions in any loan or other agreement with HLB, HLIB or any other financial institution.

8. CUSTOMER'S ACKNOWLEDGEMENT

- 8.1. The Customer acknowledges that all transactions shall be subject to these Terms and Conditions and all relevant Securities Laws which definition includes the Capital Markets and Services Act 2007, the Securities

Industry (Central Depositories) Act 1991, the Securities Commission Act 1993, any subsidiary legislation made under such laws and the constitutions, rules and regulations of the SC, BMSB, BMD, Bank Negara Malaysia and such other relevant regulatory authority or body and such other amended, revised or supplemented rules and regulations from time to time brought into force.

- 8.2. The Customer further agrees that HLB, HLIB, and the Nominee are under no duty or obligation whatsoever to advise or inform the Customer of his legal obligations under the applicable laws governing the trading of securities and the Customer understands that he shall be fully responsible for all transactions effected for his account.
- 8.3. The Customer acknowledges and agrees to the use of voice recording devices by HLB of all telephone conversations between HLB and the Customer without any automatic tone warning device in order to permit HLB to verify orders and data concerning any matters relating to this Agreement.

9. SET-OFF

- 9.1. In addition to its other rights under these Terms and Conditions, HLB shall be entitled at any time, to combine, consolidate or merge all or any of the Customer's accounts of whatsoever nature at any branch of HLB with any liabilities to HLB and set-off or transfer any sum whether in the same or different currencies standing to the credit of any such accounts in or towards satisfaction of any of the Customer's liabilities to it under these Terms and Conditions or under any other accounts, whether such liabilities be present or future, actual or contingent, primary, secondary or collateral, secured or unsecured, joint or several with prior written notice to the Customer.
- 9.2. Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which HLB may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right or set-off arising by law or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by HLB.

10. SHARE MARGIN FACILITY

In the event a share margin facility is granted by HLB to the Customer, HLB will notify the Customer of the terms and conditions governing the share margin facility. The Customer shall be deemed to have accepted the share margin facility subject to these Terms and Conditions and such other terms and conditions governing the share margin facility as may be stipulated by HLB if the Customer utilises the share margin facility. The Customer covenants that all such terms and conditions shall be supplemental to these Terms and Conditions and he shall comply with and observe fully all such terms and conditions.

11. TERMINATION

- 11.1 This Agreement will automatically terminate upon the termination of any of the Trade Accounts.
- 11.2 Without prejudice to any other provisions herein, HLB may terminate this Agreement in the event of any breach of this Agreement by the Customer.
- 11.3 Either party may terminate this Agreement by giving to the other seven (7) days written notice of the termination and the Customer shall settle all outstanding liabilities under this Agreement.
- 11.4 The termination of this Agreement will not affect any:
 - (a) transaction properly entered into, instructions given or action taken prior to such termination;
 - (b) claim against the Customer in respect of or the Customer's liability for any fees and expenses (if applicable) in respect of the period prior to such termination; or
 - (c) other claims, which either party may have against the other.

12. CUSTOMER'S UNDERTAKING

- 12.1 The Customer shall reimburse and pay HLB upon HLB's written demand, for any losses, expenses, claims and damages (including but not limited to legal fees and expenses on a solicitor and own client basis) which HLB may sustain or incur:
- (a) in relying and acting upon the instructions of the Customer;
 - (b) from the failure or omission of the Customer to make the trade settlements by the due date for settlement or failure to deliver the securities as contracted; and
 - (c) for breach or non-compliance or omission to comply with any of these Terms and Conditions or any agreement, contract, arrangement or otherwise between HLB and the Customer.
- 12.2 The Customer agrees that HLB, its directors, officers, employees or agents may, at HLB's discretion, accept and act on instructions given pursuant to Clause 3.7, which HLB believe have emanated from the Customer or the Customer's authorized representative and agree that so long as HLB acts in good faith and exercises due care, such instructions shall be binding on the Customer. HLB, its directors, officers, employees or agents shall not be liable for and are hereby discharged from any liability for any loss or damage incurred or suffered or for any action taken or omitted, or purported to be taken or omitted, in connection with HLB acting on the Customer's instructions, save and except for damages arising directly from HLB's gross negligence or wilful misconduct.
- 12.3 In the event HLB is held liable for any damages notwithstanding Clause 12.2 above, the total amount of HLB's entire liability shall not exceed the principal amount of the transaction involved which gave rise to the claim.
- 12.4 Any documents or information made available to the Customer by HLB on any securities shall not constitute an advice to trade in said securities nor shall such information form the basis of, or be relied on, in connection with any contract. The Customer shall not treat any information on securities as representing advice from HLB and the Customer hereby acknowledge that HLB makes no warranty or representation, express or implied, as to the accuracy, completeness or otherwise as to the information provided. The availability of any information shall not be relied upon by the Customer when undertaking any transaction, and the Customer shall at all times rely on the Customer's own assessment of the information and the merits or any proposed transaction. The Customer agrees and understands that HLB prohibits its employees, officers or agents from giving or making any investment advice, suggestion or recommendation and any such advice, suggestion or recommendation given or made shall be deemed to have been made by the employee, officer or agent concerned in his/her individual capacity. HLB shall have no liability or responsibility whatsoever in respect of any losses suffered or incurred by the Customer as a result of or arising from such advice, suggestion, recommendation or information.

13. TIME

Time wherever mentioned shall be of the essence.

14. SEVERABILITY, WAIVER AND INDULGENCE

- 14.1 HLB may at its discretion waive compliance with any of these Terms and Conditions or grant any time or indulgence to the Customer but such waiver, time or indulgence shall be without prejudice to the rights and remedies of HLB including its rights to enforce any of its rights or remedies or to require compliance by the Customer of such term and conditions at any future time.
- 14.2 If any condition which is determined to be illegal, invalid, prohibited or unenforceable in any respect under any law, the same shall be ineffective to the extent of such illegality, invalidity, unenforceability or prohibition without in any manner invalidating the enforceability of the remaining provision or the other remaining Terms and Conditions.
- 14.3 The rights, powers and authorities conferred on HLB under these Terms and Conditions are in addition to and not in derogation of any rights, power or authorities conferred by law.

15. RECONSTRUCTION OF HLB/HLIB

The obligations and liabilities of the Customer shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of HLB or HLIB or of any company by which the business of HLB or HLIB may for the time being be carried on and shall be available to the company carrying on that business for the time being.

16. REVISION OF TERMS AND CONDITIONS

- 16.1. If any of these Terms and Conditions are or should become inconsistent with any present or future law, rule or regulation of the SC, BMSB, BMD, Bank Negara Malaysia or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, these Terms and Conditions shall continue and remain in full force and effect.
- 16.2. Notwithstanding anything contained herein, HLB may in its absolute discretion amend or vary the Terms and Conditions at any time or from time to time and/or impose additional clauses with prior written notice to the Customer, which shall bind the Customer as if the amendments and additional clauses have been originally set out in the Terms & Conditions.
- 16.3. The opening and continued operation of the Trade Account(s) by the Customer shall constitute consent by the Customer to be bound by these Terms and Conditions and any variation and amendments made by HLB from time to time.

17. DISCLOSURE OF INFORMATION

In addition to the permitted disclosures provided under Schedule 11 of the FSA, the Customer irrevocably authorises and permits HLB, its officers and employees to disclose and furnish all information concerning the Trade Account(s), these Terms and Conditions, present and future accounts of the Customer and any other matters relating to the Customer or its business and operations to:

- (a) Other financial institutions granting or intending to grant any credit facilities to the Customer, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, the SC, Bursa Malaysia Securities Berhad, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;
- (b) Any current or future corporation which may be associated with or related to HLB (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives, subsidiaries of HLB's holding company, HLIB and the Nominee;
- (c) The Security Parties or any party intending to provide security in respect of the Trading Account(s);
- (d) HLB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
- (e) HLB's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by HLB and its related or associated companies.

The Customer hereby irrevocably consents to such disclosure and confirms that HLB, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with this Agreement.

18. NOTICES

- 18.1. Any notices required to be served by HLB to the Customer may be given in any of the following manner elected by HLB at its discretion:

- (a) by ordinary post or registered post or courier sent to or left at the Customer's last known address registered with HLB and such notice shall be deemed to be received by the Customer within two (2) Business Days from posting, if sent by ordinary post or registered post or from sending, if sent by courier; or
- (b) by facsimile and such notice shall be deemed to be received by the Customer on the day of the transmission or on the Business Day immediately after transmission if the day of the transmission is not a Business Day provided the sender receives an answerback confirmation; or
- (c) by telex or cable and such notice shall be deemed to be received on the day of transmission or the Business Day immediately after it was sent if the day was not a Business Day; or
- (d) by general notice in one major newspaper or posted at HLB's branch premises or on HLB's website or on HLIB's website or on visual screen through a computer terminal or such other visual screen in HLB's branch premises and the notice shall be deemed to have been sent or effective from the date that such notice is advertised or posted or on the date specified in the notice; or
- (e) by email or SMS or such other electronic means ("**Electronic Message**") and such notice shall be deemed to be received by the Customer on the day the Electronic Message is sent or on the Business Day immediately after it is sent if the day on which such Electronic Message is sent is not a Business Day.

The Customer shall notify HLB immediately of any change in the Customer's correspondence residence, mobile number, facsimile number, e-mail address or other relevant contact details and HLB shall not be liable for any consequences arising from the Customer's failure to notify HLB accordingly. Until HLB has received notification of any changes, all notices or communications issued or sent by HLB to the Customer's last known address, mobile number, facsimile number or e-mail address shall be deemed to be properly sent.

- 18.2. All notices sent by the Customer to HLB may be sent by ordinary post or registered post or courier or cable or telex but not by way of facsimile. Such notices or communication shall be deemed received only when HLB has received the same.
- 18.3. The Customer agrees to the service of any court process by registered post to the Customer's last known address registered with HLB and such service shall be deemed effective two (2) Trading Days after posting. Service of court process may also be effected in any other manner permitted by law.
- 18.4. The Customer confirms that any dispute made by the Customer on the accuracy of information stated in any notice or communication served upon or given to the Customer must be received by HLB within seven (7) days from the date of the said notice or communication failing which such notice or communication shall be deemed to be correct or accurate. The Customer agrees that HLB reserves the right to make any adjustments to the contents of any such notice or communication sent arising from any technical or typographical error.

19. **SUCCESSORS**

This Agreement shall be binding upon the heirs, personal representatives, and successors-in-title of the Customer and on the successors-in title and assigns of HLB.

20. **ASSIGNMENT**

The Customer may not assign any rights or obligations under this Agreement without the prior written approval of HLB. HLB may assign any rights or obligation under this Agreement by giving notice to the Customer.

21. **GOVERNING LAW**

The Agreement is governed by and construed in accordance with the laws of Malaysia. The Customer irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia and the service of any legal process may be effected by any manner permitted under this Agreement and/or by law.

22. REPRESENTATION AND WARRANTY ON PROCESSING OF PERSONAL INFORMATION

The Customer hereby represents and warrants that the Customer has obtained the consent of all persons named in the Customer's application for the Trade Account(s) or such other document submitted to HLB/HLIB in support of such application and/or the Customer's authorized representatives, including but not limited to the Customer(s)' directors, shareholders, authorized signatories or such other persons as specified by HLB/HLIB ("**Relevant Data Subjects**") for HLB/HLIB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLB/HLIB's Policies as may be amended from time to time.

22.1. The Customer hereby represents, warrants and declares that:

- (a) the Customer is of full age and sound mind;
- (b) the Customer is not a bankrupt and no bankruptcy petitions have been presented or proceedings instituted against me which are still pending/undercharged;
- (c) the Customer has the full legal right, authority and power to enter into and perform the terms of this Agreement which is binding on and enforceable against the Customer;
- (d) there is no order of any court or other agency or governmental authority or any provision of existing agreement binding on the Customer or the Customer's assets which would be contravened or breached by the execution, delivery and/or performance of these Terms and Conditions. No lawsuits or investigations by any government agency, body or other regulatory authority are pending or to be instituted against the Customer;
- (e) the Customer has not violated any provisions of any legislation, court order, judgment or contracts which the Customer is a party to or is bound by.

22.2. The Customer further hereby declares and agrees that, in relation to this Agreement, the Trade Accounts and the Settlement Account, that:

- (a) the Customer is and will be the principal acting for his/her own account and the sole beneficiary hereto and thereof;
- (b) all the necessary authorizations and approvals required to issue/enter into and perform the obligations under these Terms and Conditions and/or open and maintain the Trading Account and the Settlement Account have been/ will be obtained;
- (c) the Customer will continue to observe all applicable laws, rules and regulations;
- (d) the funds for the purposes of this Agreement are neither, and will not be obtained from, an unlawful activity nor related to any unlawful activity as defined under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

22.3. The Customer acknowledge and agree that any claims against the compensation fund established under Part IV of the Capital Markets and Services Act 2007 ("**the Act**") for the purpose of compensating persons who suffer monetary losses are strictly limited to the circumstances prescribed under Section 7 of the Capital Markets and Services Regulations 2007, which are:

- (a) a defalcation or fraudulent misuse of monies or other property by a director, officer, employee or representative of a licensed dealer that is at the time a participating organization of the Bursa Malaysia Securities Berhad; or
- (b) an insolvency of a participating organization;

- 22.4. The Customer also acknowledge and agree that claims against the said compensation fund do not extend to a defalcation or fraudulent misuse of my monies or other property entrusted to or received by HLB's director, officer, employee or representative or on your insolvency.

23. CONSENT TO PROCESS PERSONAL INFORMATION

The Customer hereby agrees and consents to the holding, collection and use of all personal data provided to HLB/HLISB/HLIB by the Customer and/or acquired by HLB/HLISB/HLIB from the public domain, as well as personal data that arises as a result of the provision of services to the Customer in connection with the Trade Account(s) in accordance with the Privacy Notice of HLB/HLISB/HLIB as may be amended from time to time.

24. FATCA

Notwithstanding anything to the contrary herein contained:

- (a) any payment made by, or on behalf of HLB (the "**Payor**") to, or for the benefit of, Customer (the "**Payee**") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to reimburse and pay the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;
- (b) if the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to reimburse and promptly pay the Payor upon the Payor's written demand therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) the amount of such liability. The Payee's undertaking hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and
- (c) the Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

25. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

- (a) The fees and/or all other monies to be paid by the Customer to HLB under these Terms and Conditions herein, including any amount representing reimbursements to be paid by the Customer to HLB, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- (b) In the event the Customer is required by law to make any deduction or withholding from the fees and/or all other monies payable to HLB under these Terms and Conditions herein in respect of any Tax or otherwise, the sum payable by the Customer in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by HLB is equal to that which HLB would otherwise have received had no deduction or withholding been required or made.
- (c) The Customer shall in addition to the fees and/or all other monies payable, pay to HLB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding

apart from any Taxes which may be required under any laws to be paid by the Customer directly to any Appropriate Authority which the Customer shall remit directly to the Appropriate Authority.

- (d) If at any time an adjustment is made or required to be made between HLB and the relevant taxing authority on account of any amount paid as Tax as consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions herein by HLB, a corresponding adjustment may at HLB's discretion be made as between HLB and the Customer and in such event, any payment necessary to give effect to the adjustment shall be made.
- (e) All Tax as shall be payable by the Customer to HLB as herein provided shall be paid at such times and in such manner as shall be requested by HLB.
- (f) The Customer hereby agrees to do all things reasonably requested by HLB to assist HLB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Customer agrees to provide its fullest cooperation to HLB in assisting HLB in complying with its obligations under the relevant laws.
- (g) The Customer shall reimburse and pay to HLB upon HLB's written demand, for any liability arising as a result of any breach of obligation on the part of the Customer to pay the Tax as set out herein, together with all loss, costs and expensed resulting from such breach. Nothing in these terms and conditions herein requires HLB to pay any amount of fine, penalty, interest or other amount for which the Customer is liable for.
- (h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions herein has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

26. INDEPENDENT LEGAL ADVICE

The Customer confirms to have read and understood these Terms and Conditions and hereby declares that the Customer has been advised to seek independent legal advice on the effects and consequences of entering into and agreeing to these Terms and Conditions. The Customer agrees to be bound by these Terms and Conditions regardless of whether the Customer has resorted to such advice.

27. RELATIONSHIP OF THE PARTIES

- 27.1. Subject to clause 27.2 and 27.3 hereof, HLB shall at all times be and act as the Customer's agent in relation to these Terms and Conditions.
- 27.2. Nothing in this terms and conditions shall prevent HLB from:
 - (a) providing similar or the same services to any other person or persons;
 - (b) purchasing or selling securities for HLB's own account or for the account of other clients;
 - (c) acting as an agent, contracting or entering into any financial, banking, commercial, advisory or other transactions with any company or body, or from being interested in such contract or transaction.
 - (d) receiving and retaining for HLB's account all rebates, commission, fees or any other benefit arising out of any dealing, contract or transaction arranged by HLB on the Customer's behalf under these Terms and Conditions and the Customer authorizes HLB to receive and retain the said payments for HLB's account.
- 27.3. In connection with HLB's duties, obligations, rights and discretion under or arising out of this agreement, HLB shall not, merely by virtue of these Terms and Conditions and/or the performance of HLB obligations hereunder:
 - (a) assume, or be deemed to have assumed, any obligations, fiduciary relationship, trust or any other

relationship other than those for which specific provision is made in these Terms and Conditions.

- (b) be liable for any action, omission or failure of HLIB, the Nominee or any other party to duly perform any of their respective duties in connection with these Terms and Conditions.

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PART B

TERMS & CONDITIONS FOR ACCESS TO AND USAGE OF ELECTRONIC INVESTOR SERVICES

1. The Service

1.1 The electronic investor services which are provided by or through HLB to the Customer include the following services or such other services which HLB may decide to include or exclude from time to time:

- (i) access to real-time quotes;
- (ii) the placing of orders to buy or sell securities;
- (iii) the cancellation or amendment of orders provided such orders have yet to be executed;
- (iv) the review of business done and inquiry of status of orders;
- (v) access to key market indicators;
- (vi) access to news and views;
- (vii) facility to change password; and
- (viii) any other facilities that may be introduced by HLB from time to time at its absolute discretion.
The term "Password" includes log-on password, User ID and client code.

1.2 The granting of one or more of the Service by HLB is subject to the Customer complying with the Terms & Conditions herein, provided always that HLB may at its absolute discretion impose any restriction to or deny the Customer access to any such service from time to time.

1.3 The Customer shall utilise the Service solely for the Customer own purpose and not extend for use by a third party.

1.4 HLB may at any time and from time to time, vary or change any or all of the Services in Clause 1.1 above.

2. Media of Service

- (a) The Customer shall utilise the Service through any medium of communication which HLB may, in its discretion specify, adapt or introduce for use to its customers from time to time.
- (b) HLB shall not be responsible for any disruption in the provision of the Service due to any malfunction or other failure in performance of any medium of communication used by the Customer.
- (c) The Customer shall at its own cost and expense be solely responsible for obtaining and/or procuring access to the Internet and phone facilities, as well as all telecommunications lines, equipment, electricity supply and other utilities required or necessary for the Customer's access and/or use of the Service.

3. Trading Orders from the Client

- (a) No trading orders from the Customer shall be deemed to be valid and effective unless it is actually received and accepted by HLB and written confirmation of business done of an order ("**Business Done**") is subsequently received by the Customer either by telephone or addressed to the Customer's e-mail address as stated in the Application Form herein (or as hereafter notified by the Customer from time to time) or published on the designated forum provided in the Service and the Customer shall have no claim against HLB in respect of any losses, liabilities, costs and/or expenses resulting from any failure by HLB to receive the Customer's instructions as aforesaid.

4. No Guarantee or Warranty

- (a) The information provided through the Service has been independently obtained by HLB only for information of the Customer through sources, including authorised dissemination agents of BMSB, believed by HLB to be reliable at the relevant times. HLB does not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of such information provided thereof. There may be delays, omissions or inaccuracies in the information provided through the Service for which HLB shall not be held responsible.

- (b) Neither HLB nor its sources of information shall be liable for the failure to ensure the correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Customer or any other persons whomsoever in direct or indirect reliance upon such information or for any interruption in the dissemination of any data, information or any other aspect of the Service for any reason whatsoever.
- (c) HLB does not warrant the merchantability or fitness for a particular use and gives no other warranty or guarantee of any kind, expressed or implied, regarding the information furnished through the Service or any other aspect of the Service.

5. EXCLUSION FROM LIABILITY

- (a) Neither the Service nor the information provided thereunder is intended to amount to or constitute financial, investment, tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by HLB and the Service shall not be construed as amounting to offers, invitations or solicitations to buy or sell or otherwise deal with the securities concerned.
- (b) HLB does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Customer acknowledges that all orders made by it through the Service and executed by HLB pursuant thereto are made at the Customer's sole and absolute risk.
- (c) BMSB, as the regulatory and supervisory authority of HLB and/or HLIB shall have the right to examine, inspect and scrutinise the Customer's terminals for audit and other supervisory purposes as and when BMSB deems fit. HLB shall not be liable for any loss or damage that may be suffered as a result of the actions or omissions of BMSB.
- (d) The accuracy, completeness, timeliness or merchantability of any information provided via the Service, is not guaranteed by HLB or HLIB. Neither HLB nor HLIB shall have any liability, contingent or otherwise, to the Customer or any third party, for any reliance on information provided through the Services, for the timeliness, accuracy or completeness of such information, for any actions taken or decisions made in reliance on such information or for any damages or losses that may be suffered by the Customer from trading in securities using the service provided by HLB unless caused by HLB/HLIB's gross negligence or wilful default.
- (e) HLB expressly disclaims any warranty for the ECOS, which is provided to the Customer on 'as is' basis without warranty of any kind, either express or implied, including, without limitation, any warranty relating to the merchantability or fitness for purpose or use. The entire risk arising out of the use or performance of the ECOS shall remain with the Customer.
- (f) HLB shall have no liability whatsoever for any loss resulting from any cause, delay or interruption whatsoever over which HLB does not have direct control, including but not limited to failure of any of the Service or failure of other electronic or mechanical equipment or communication lines, telephone or other interconnect problems or any failure or disruption to telecommunication, electricity, water, fuel supply, failure of public transportation, common carrier communication or utility systems, theft, operator errors, unauthorised access, civil disturbance, severe weather, natural calamity and strikes or other labour problems.
- (g) HLB shall not be responsible or liable for the acts, omissions, negligence, delays or defaults on the part of the Designated Dealer's Representatives, HLIB's employees, agents or remisiers. HLB shall not be responsible or liable for the acts, omissions or delays on the part of HLB's employees save and except if caused by the wilful default or wrongful act of HLB or its employees and HLB's liability shall not in any event whatsoever exceed the value of the affected transaction.
- (h) Nothing in this agreement shall be construed as a solicitation to buy or sell securities. Although HLB may provide access to recommendations and research about how to invest and what to buy or sell, neither HLB nor HLIB represents that such recommendations are suitable for the customer. All orders

are placed at the Customer's sole responsibility and risk and in reliance only upon the Customer's own judgement and the Customer acknowledges and agrees that it shall make its own independent evaluation of the suitability of such recommendations. The Customer further acknowledges that the employees of HLB are not authorised to offer any trading or investment advice and HLB shall have no responsibility or liability to the customer in respect of any advice or views expressed by it or any of its employees or agents, whether such advice or views was given at the request of the Customer..

6. Limitation of Liability

- (a) In addition to and not in derogation of any other terms of the Terms & Conditions, save and except for damages arising directly from HLB's gross negligence or wilful default, HLB shall not in any event be liable to the Customer or any other party having access to the Service whether with or without HLB's consent for any direct, consequential, incidental, special or indirect losses or damages (including but not limited to loss of profits, trading losses and damages) arising from, inter alia, any delay or disruption in the use of the Service, or by the failure or alleged failure of HLB to execute or cancel or amend any buy and sell orders, notwithstanding that HLB had been advised of the possibility of the same.
- (b) HLB shall not be liable for any loss arising from a cause outside its reasonable control, any action or omission by the relevant authorities in exercise of their regulatory or supervisory functions, or for failure by the electronic/telecommunication service provider or any third party to meet its obligations to the Customer for any reasons whatsoever and however arising including failure of electronic or mechanical equipment or communication/telephone lines or other interconnected problems, unauthorised access, theft, unauthorised use of Password, operator error, weather, earthquakes, strikes or other labour problems.
- (c) HLB shall not be responsible for any failure to provide the Service as a result of any restrictions imposed on any of the HLIB Trading Account.
- (d) The liability of HLB to the Customer arising out of any claim whatsoever in relation to the Service and its use of the information provided thereunder which is not covered in the Terms & Conditions, will not exceed such monthly fee as may be payable by the Customer under Clause 9 hereof.

7. Title to Information/Proprietary Rights

- (a) All information provided by or through HLB in connection thereof from time to time (including without limitation all information, programme or data made available for purposes of on-line downloading at the Customer's end) and the User Guide (if any) supplied by or through HLB is the exclusive property of HLB and HLIB. The Customer shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information in any manner whatsoever without the prior written consent of HLB and HLIB nor use the information for any illegal or other purpose not permitted by HLB and HLIB.
- (b) The Customer shall protect HLB's and HLIB's contractual and statutory rights in or to the information furnished through the Service and shall immediately comply with all written or other forms of requests from HLB and HLIB as HLB and HLIB deems necessary to protect HLB's and HLIB's rights.

8. Notification by Customer

- (a) The Customer shall notify HLB immediately and in any event not later than twenty-four (24) hours from the time it becomes aware of the occurrence of any of the following:
 - (i) any unauthorised use of any of its Password, or of the Service or any information obtained thereunder;
 - (ii) any breach or suspected compromise of security in relation to the Customer's Password or other sensitive banking/personal information;
 - (iii) any failure to receive a confirmation from HLB that any order(s) initiated by the Customer through the Service has been received and/or executed;

- (iv) any receipt of confirmation of Business Done which the Customer did not place or any receipt of inaccurate or conflicting report or information;
- (v) any disruption in the provision of the Service; and/or
- (vi) any changes in personal particulars including but not limited to the location of the HLB terminal.

9. Confidentiality

- (a) The Customer shall be responsible for the secrecy, confidentiality and for the use of its Password. The Customer further accepts full and absolute responsibility for all orders and transactions entered through and under its Password and any such orders so received by HLB and any such transactions carried out by any person using the Service by means of the Customer's Password, whether authorised or unauthorised and HLB shall not in any event be liable for any losses, damages, liabilities, costs and/or expenses incurred by the Customer arising from or in connection therewith.
- (b) The Customer shall be solely responsible to review the confirmation of Business Done to ascertain that its orders were correctly received by the Designated Dealer's Representative(s) through the Service and that a transaction reference number has been duly issued immediately through the Service upon placing an order to buy or sell.
- (c) The Customer understands and agrees that for the mutual protection of the Customer and HLB, HLB may electronically record any of the telephone conversation conducted by the Customer with HLB or any of its brokers, remisiers, employees, servants and/or agents.

10. Fee

- (a) The Customer shall pay all the following fees, cost, charges and expenses ("**the Fees**") in connection with the Service at the times and in such manner as stipulated by HLB:
 - (i) subscription fees, expenses, handling fee, commission, and charges for the Service as HLB shall stipulate from time to time and all costs (including solicitors fees) if any, incurred by HLB in collecting any overdue Fees from the Customer;
 - (ii) legal fees and other expenses incurred by HLB in the enforcement of HLB' rights and entitlement under the Terms & Conditions and for the recovery of the monies owed by the Customer to HLB; and
 - (iii) interest at prevailing rates as determined by HLB/HLIB on debit balances in the Settlement Account.
- (b) HLB reserves the right at any time and from time to time to impose the Fees or vary the rate of the Fees or vary the time and manner of payment of the Fees with prior notice to the Customer. All fees shall be non-refundable, unless HLB agrees otherwise. The Customer authorises HLB to debit the Settlement Account for all Fees due and payable by the Customer to HLB.

11. Continuing Security on Asset

The Customer hereby grants HLB a continuing security interest and/or lien on the assets belonging to the Customer in all its accounts with HLB to secure the timely payment of all Fees owed by it in connection with the Service and any other amounts owing under the Terms and Conditions and that HLB shall be at liberty to use or dispose of these assets in whatsoever manner and upon such terms and conditions as HLB deems fit to secure the full payment of such overdue Fees, subject to any rules of BMSB or any other relevant authority or under any applicable law in respect of such matter.

12. Restriction in Use of Service

- (a) The Customer shall not be entitled to use the Service if there exists any restriction whatsoever (including but not limited to cash up-front restriction) on the Settlement Account, either imposed by HLB, HLIB or by any relevant authority.
- (b) The availability of the Service by HLB is subject to the terms and conditions of any and all other agreements entered into between HLB and the Customer.

13. Deposit

- (a) HLB reserves the right to require the Customer to place cash and/or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of HLB to determine the amount and value of deposit payable by the Customer and the time and manner for the placement and nature of such deposit and the terms of refund of the same, if applicable.
- (b) HLB shall not be held responsible or be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer arising from HLB failure or refusal to provide the Service to the Customer or arising from failure refusal or delay by the Customer to place such deposit.

14. The Customer's Undertaking

The Customer unconditionally and irrevocably undertakes to fully reimburse and pay to HLB, its agents and servants upon written demand by HLB, its agents and servants for any and all claims, losses (including loss of profit), liabilities, obligations, penalties, fines, costs and expenses (including but not limited to solicitors fees on a solicitor and Customer basis) sustained by HLB, its agents and servants due to the execution by HLB, its agents and servants of any buy or sell orders given by the Customer or purported to be given by the Customer or any other party(ies) using the Customer's Password (whether such use is authorised or unauthorised) or having access to the Service and/or to any electronic or telecommunications device thereof at all times whether with or without the Customer's consent or any breach or alleged breach or violation by the Customer (or its agents or representatives or persons acting under it) of any part of the Terms and Conditions or any third party rights including but not limited to violation of any copyright, proprietary or privacy rights. The obligation in this Clause 14 shall continue in full force and effect and shall survive the termination of the Service for any reason whatsoever or the suspension, termination or closure of any of the accounts which the Customer maintain with HLB and/or HLIB.

15. Termination of Right of Access

- (a) Notwithstanding anything herein to the contrary, HLB may in its absolute discretion at any time and for any reason whatsoever (including a breach of any part of the Terms and Conditions or any unauthorised use of the Password), forthwith terminate the Customer's right of access to the Service or any portion of the Service without compensation and without any obligation to give any reason whatsoever.
- (b) In the event of termination by HLB under Clause 15.1, HLB shall not be liable to the Customer for any claims, losses or anticipated profit which may be suffered by the Customer as a result of or in connection with such termination and that the Customer is liable for all monies due and payable by the Customer to HLB; provided however, where the termination is without cause HLB may in its absolute discretion refund a prorated portion of any monthly fee already paid to HLB by the Customer.
- (c) The Customer may terminate the Service by giving HLB one (1) month's written notice.

16. Representation/Covenants

- (a) The Customer represents and warrants to HLB that otherwise as disclosed by the Customer to HLB in writing and accepted by HLB:
 - (i) the Customer is not a securities broker/dealer, investment adviser, 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;

- (ii) the Customer is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity; and
 - (iii) the Customer is a customer of HLB and maintains a share trading account with HLB.
- (b) The Customer undertakes with HLB that as long as the Customer has access to the Service:
- (i) the Customer agrees to be bound by the Terms and Conditions as amended from time to time;
 - (ii) unless otherwise agreed to in writing by HLB, the Customer will use the information provided through the Service solely in connection with its personal investment activities and not in connection with any trade or business activities;
 - (iii) the representations and warranties in Clause 16.1 herein shall remain true and accurate;
 - (iv) the Customer will not do anything to jeopardise the quality, reliability or integrity of the Service;
 - (v) the Customer shall ensure that there is no unauthorised use of the Password; and
 - (vi) the Customer will comply with all guidelines issued by HLB in connection with the Service.

17. Acknowledgement

- (a) The Customer acknowledges that HLB is providing the Service on the basis of the Customer's agreement to be bound by the Terms and Conditions.
- (b) The Customer further acknowledges that the Terms and Conditions constitute the complete statement of its agreement with HLB and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service notwithstanding if they are contained in any materials provided by HLB.
- (c) The Customer hereby acknowledges that the Terms and Conditions shall supersede any prior agreements (whether written or oral, if any) between HLB and the Customer in respect of the Service hereunder. Any such prior agreements are cancelled as at the date stipulated herein.
- (d) HLB's acceptance of the Customer's duly executed and affirmed application shall constitute a valid agreement binding on HLB and the Customer based on the declaration and stipulations herein contained, the information in the application form and the Terms and Conditions herein as if an agreement under written law relating to dealing in securities has been properly constituted and executed. The acceptance of the Customer's application is deemed effective upon such notice being sent by HLB in accordance with Clause 19 of Part A of these Terms and Conditions. The Customer shall, if so requested by HLB, execute a formal agreement relating to the same.

18. Amendments and Modifications

- (a) Notwithstanding anything contained herein, HLB may in its discretion with prior notice (whether in writing or otherwise) amend or vary the Terms and Conditions at any time or from time to time and/or impose additional clauses which shall bind the Customer as if the amendments and additional clauses have been originally set out in the Terms & Conditions.

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PART C

STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

1. The Statement is provided to the Customer in accordance with the directive of the Committee of the Bursa Malaysia Securities Berhad dated 6 December 1994 pursuant to Article 50(c) of the Articles of Exchange.
2. The purpose of this statement is to inform the Customer that the risk of loss in purchasing structured warrants can be substantial. The Customer should therefore assess if the purchase of structured warrants is suitable for the Customer in light of the Customer's financial circumstances. In deciding whether to purchase structured warrants the Customer should be aware of the following:
 - (a) The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
 - (b) In order to realize 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) Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Customer's losses to the intended amount. Market conditions may not make it possible to execute such orders; and
 - (f) The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against the Customer as well as for the Customer. The use of leverage can lead to large losses as well as gain.
3. This brief statement cannot disclose all the risk and other aspects of purchasing structured warrants. The Customer should therefore carefully study the terms and conditions of any structured warrant before the Customer decides to purchase. If the Customer is in doubt in relation to any aspect of the statement or the terms of structured warrant, the Customer should consult the Customer's broker.

PART D

TERMS AND CONDITIONS FOR CDS-STRAIGHT THROUGH PROCESSING (CDS-STP)

The Customer understands that CDS-STP is the concept of Straight Through Processing offered by Bursa Malaysia Depository Sdn Bhd ("**Bursa Depository**") for Authorised Depository Agent ("**ADA**") in handling CDS transactions lodged by depositors at ADA's offices for the business needs to manage clients' portfolio.

The Customer consents to the disclosure by Bursa Depository to Hong Leong Investment Bank Berhad ("**HLIB**"), and to such agents, service providers and sub-contractors of HLIB as informed by HLIB to Bursa Depository, of information or documents relating to my affairs and in particular, relating to my securities account (for example balances, account particulars and transactions).

The Customer releases Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability I may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.

PART E

TERMS & CONDITIONS FOR E-STATEMENT FACILITY

In consideration of HLIB agreeing at the Customer's request that electronic Statements ("**E-Statements**") be sent to the Customer via email or otherwise by any other electronic means ("**E-statement Facility**") and upon the Customer's successful enrolment for the E-statement Facility, the Customer hereby agrees and consents to the following terms and conditions:

1. That by using the E-statement Facility, the Customer is deemed to have agreed to be bound by:
 - (a) the Terms and Conditions and these Terms & Conditions for E-Statement Facility, as may be amended from time to time with prior notice;
 - (b) all terms and conditions of other facilities, benefits or services that HLIB may from time to time make available to the Customer in connection with the E-statement Facility;
 - (c) all laws, rules, regulations and guidelines applicable to the E-statement Facility now existing or which may hereinafter be enacted, issued or enforced and as may be amended from time to time.
2. The E-statement Facility is only applicable to certain types of accounts and HLIB is not obliged to provide E-statement Facility for every account.
3. The Customer is required to register a specific e-mail address for delivery of the E-Statements ("**Designated Email**") and simultaneously request that HLIB cease providing printed and mailed Statements to the Customer. The Customer hereby consents to the issuance of the E-Statements via the Designated Email.
4. Upon the Customer's successful enrolment for the E-statement Facility, the paper-based Statements shall cease to be generated from such date as may be decided by HLIB in its discretion and HLIB will cease to post Statements to the Customer.
5. The provision of the E-statement Facility is at the sole and absolute discretion of HLIB. HLIB may, without giving any reason, modify, change, restrict, withdraw, cancel, suspend or discontinue the E-statement Facility at any time or from time to time. The Customer accepts that where any modification or change has been effected to the E-statement Facility or to the Terms & Conditions for E-Statement Facility, the Customer's continued use of any of the Customer's trading accounts with HLIB or the E-statement Facility after, such modification or change, shall be deemed as the Customer's acceptance of such modification or change.
6. The Customer represents and undertakes to HLIB that the Customer is the owner and sole user of the Designated Email provided to HLIB and shall take all necessary security measures and precautions to ensure that the Designated Email is not accessed by any unauthorised third party.
7. Save for contract notes, each other type of document sent using the E-Statement Facility shall be deemed to have been delivered to and received by the Customer when the E-Statements are sent to the Designated Email. With respect to contract notes, HLIB will be deemed to have given or delivered the electronic contract note to the Customer if, not later than the end of the next Trading Day after the transaction was entered into, HLIB sent the contract note by e-mail.
8. Notwithstanding Clause 4 of the Terms & Conditions for E-Statement Facility, HLIB reserves the right to send, by post, hard copies of any Statements, to the Customer's last known mailing address in HLIB's records if there is a systems failure or if HLIB believes the sending of hard copies is prudent and/or necessary as may be determined by HLIB. In the event of such delivery, the Customer shall remain responsible for the prompt and timely verification of the information contained in the hard copy Statements.
9. The Customer is required to remain alert about the risks of unauthorised access and check all E-Statements for any inaccuracies, discrepancies, errors and/or unauthorised transactions in a prompt and timely manner. The Customer shall notify HLIB by calling HLIB's Helpdesk (please refer to our HLEbroking website for the helpdesk's contact details) if:

- (a) there is any failure in the delivery of the E-Statements and/or the Customer cannot or is unable to receive (in a legible format or otherwise) or access the E-Statements;
 - (b) The Customer's receipt of the E-Statements is delayed (i.e., receipt is more than two (2) Business Days after the date stated on the relevant E-Statement document);
 - (c) there are any inaccuracies, discrepancies, errors and/or unauthorized transactions ("**Errors**"),
10. In the event HLIB does not receive any notification from the Customer of any of the matters set out in:
- (a) Clause 9(a) above within seven (7) days of the failure in delivery or non-receipt; or
 - (b) Clauses 9(b) and (c) above within fourteen (14) days from the relevant E-Statement document's date, then, the Customer shall be deemed to have conclusively accepted the entries shown in the E-Statements as being true, accurate and binding against the Customer.
11. The Customer may terminate the E-statement Facility at any time. The Customer is required to contact the HLIB helpdesk or send an email to Helpdesk@hlib.hongleong.com.my or get in touch with the Designated Dealer's Representative or visit any of HLIB's branches for further information. HLIB may require the Customer's notice of termination to be made in writing. Upon such termination, the Customer may not be able to elect to have Statements sent by post. Any alternative mode of despatch or notification of Statements may be subject to additional costs and shall be subject to any laws, guidelines, technical notes, directives or circulars issued by the regulatory authorities.
12. Upon termination of the E-statement Facility, HLIB shall use reasonable endeavours to generate and despatch the Statements to the Customer either:
- (i) using an alternative mode of despatch or notification of Statements in accordance with applicable laws, guidelines, technical notes, directives or circulars issued by the regulatory authorities; or
 - (ii) posting the Statement to the Customer's last known or recorded mailing address appearing in HLIB records, and in each case such despatch may occur on the next statement date or date of issuance of the relevant document (whichever is applicable) or such other date as may be decided by HLIB in its sole and absolute discretion. However, the Customer understands that the cancellation of the E-statement Facility may not take effect immediately and would depend on HLIB's processing of the notice of termination as well as the processing times involved in the generation of Statements. As such, E-Statements may still continue to be sent to the Customer in the interim period pending the generation and mailing of hard copies of Statements.
13. The Customer understands, acknowledges and accepts that there are risks associated with online transmissions and internet access. Some of the risks are set out below (non-exhaustive):
- (a) internet transmission lines are not encrypted and that electronic mail is not a secure means of transmission;
 - (b) the transmission of information via electronic mail involves the risk of errors, viruses, delay, interception, modification or amendment by unauthorized persons;
 - (c) transmission of electronic mail may be disrupted, interrupted, delayed or incorrect.
14. The Customer is advised to study all the aforesaid risks carefully before deciding to apply for the E-Statement Facility. The Customer is also reminded that:
- (a) the use and storage of any of the Customer's information, including but not limited to, the Customer's Designated Email, username and password, account information, account balances, transaction activity and/or any other information available on the Customer's computer terminal, mobile or any other type of device which is available for connection to the internet and used by the Customer to access/view the E-statement Facility shall be at the sole risk and responsibility of the Customer and

shall be solely for the Customer's own purposes and the E-Statement Facility shall not be extended for use by third parties; and

- (b) it is the responsibility of the Customer to notify HLIB immediately of any change to his/her mailing address, Designated Email or other particulars of the Customer relevant to the Terms & Conditions for E-Statement Facility.
15. In connection with Clauses 12 and 13 of the Terms & Conditions for E-Statement Facility as set out above, the Customer agrees to reimburse and pay HLIB upon HLIB's written demand for any liability loss or damage that the Customer may incur or suffer as a result of or arising from the provision, use, suspension, withdrawal, variation or termination of the E-Statement Facility as well as for any unauthorised disclosure, access or use of the E-Statements, Designated Email and/or E-Statement Facility.
16. The provision of E-Statement Facility shall be subject to the Customer's agreement and continued compliance with the terms and conditions herein. The Customer shall utilise the E-Statement Facility in strict compliance with any security or other requirements imposed by HLIB in its absolute discretion. HLIB may at any time impose conditions or requirements to improve the integrity and security of the E-Statement Facility and the Customer shall comply strictly with all such conditions and requirements.
17. The Customer shall notify HLIB in writing immediately and in any event no later than two (2) Business Days from the time the Customer becomes aware, of any:
- (a) loss or theft of the Customer's verification code, passwords, and/or account numbers or other personal or security information relating to the Customer's Trading Account or the E-Statement Facility;
 - (b) unauthorized use or interception of any of the Customer's verification code, passwords and/or account numbers or other personal or security information relating to the Customer's Trading Account or E-Statement Facility or any information (data, facts, opinions and any other information provided through or in relation to the E-Statement Facility);
 - (c) receipt of confirmation of an order which the Customer did not place, or any similarly inaccurate or conflicting report, account statement or information; or
 - (d) unauthorised disclosure, access or use of the E-Statements, E-Statement Facility or Designated Email.
18. The Customer agrees that the Customer is solely responsible for the Customer's computer, system or other device from which the Customer accesses the E-Statement Facility, including without limitation the maintenance, operation and permitted use of such computer, system or other device. The Customer shall ensure that any computer, system or other device from which the Customer accesses and uses the E-Statement Facility is properly maintained and free from any defects, viruses or errors. It shall be the Customer's responsibility to ensure that the Customer's computer, system or other device is loaded with the latest anti-virus and anti-spyware software and that the said software is at all times installed and updated.
19. HLIB shall use reasonable endeavours to provide accessibility to the E-statement Facility and shall not be liable for the continuous provision of the E-Statement Facility, any maintenance and/or unavoidable downtime or disruption. Notwithstanding anything contained herein to the contrary, HLIB shall not be held liable or responsible for:
- (a) any system maintenance, disruption, unavailability of the E-statement Facility and/or HLeBroking, computer, telecommunications, electrical or network failure and/or other causes beyond HLIB control that may result in the E-Statements being incomplete, unavailable for access/viewing or delayed in transmission through any applicable internet service provider, communication network service provider, network system or such other equivalent system in any jurisdiction via the E-statement Facility to the Designated Email;
 - (b) any loss of transmission of part of or the whole of any communication between the Customer and HLIB through electronic mail and any interruption of the E-Statement Facility;

- (c) any errors, viruses, delay, inaccuracy, losses, damages, costs, charges and/or expenses whatsoever that may be suffered or incurred by the Customer arising from or in connection with, whether directly or indirectly, the Customer's use of the E-statement Facility, including but not limited to any unauthorized or illegal interception, modification or amendment by unauthorized persons, disruption, interruption, delay or inaccuracy of electronic mail or non-delivery, technical failure or problems in transmission due to or arising out of using the internet and electronic mail as a means of transmission or other communication equipment or facilities; and/or
- (d) any failure or omission by the Customer to ensure accuracy, authenticity, completeness or timeliness of any information received via the E-Statement Facility.

For the avoidance of doubt, HLIB shall not be liable or responsible for any indirect, consequential or special damages that may result from the Customer's use or inability to use the E-statement Facility, even if HLIB may have been specifically advised of the same.

- 20. HLIB makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the E-Statements and the E-Statement Facility, and the same is made available and provided to the Customer on an "as is" and "as available" basis without any warranty or representation of any kind whatsoever.
- 21. HLIB does not warrant the confidentiality or security of any information transmitted through the internet. The Customer accepts and agrees that HLIB shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by HLIB or any relevant internet service provider, network provider or communication network provider, unless due to HLIB's fault.
- 22. The maximum liability of HLIB in relation to any claim (whether such claim arises from breach of contract, tort or otherwise) arising from or in relation to the provision, use or termination of use of the E-Statement Facility, shall be limited to the lower of:
 - (a) Ringgit Malaysia One Thousand (RM1,000); or
 - (b) the amount of brokerage commission which the Customer has paid to HLIB during the thirty (30) day period preceding the loss event date. The loss event date shall be determined by HLIB and its determination shall be final and conclusive.
- 23. The Customer agrees that HLIB reserves the right to impose a fee for the E-Statement Facility at any time at its absolute discretion with prior notice to the Customer.
- 24. HLIB makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the E-Statements and the E-Statement Facility, and the same is made available and provided to the Customer on an "as is" and "as available" basis without any warranty or representation of any kind whatsoever.
- 25. HLIB does not warrant the confidentiality or security of any information transmitted through the internet. The Customer accepts and agrees that HLIB shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by HLIB or any relevant internet service provider, network provider or communication network provider.
- 26. The maximum liability of HLIB in relation to any claim (whether such claim arises from breach of contract, tort or otherwise) arising from or in relation to the provision, use or termination of use of the E-Statement Facility, shall be limited to the lower of:
 - (a) Ringgit Malaysia One Thousand (RM1,000); or
 - (b) the amount of brokerage commission which the Customer has paid to HLIB during the thirty (30) day period preceding the loss event date. The loss event date shall be determined by HLIB and its

determination shall be final and conclusive.

27. The Customer agrees that HLIB reserves the right to impose a fee for the E-Statement Facility at any time at its discretion with prior notice to the Customer.
28. HLIB may vary or amend these T&C at any time by giving prior written notice to the Customer. Such notice may be given by mail, facsimile, short messaging service, electronic mail notification, via displays at its branches or via publication through any media as HLIB shall deem appropriate in its discretion. Such variations or amendments shall be effective on and from the date specified in such notice.

In the event of any conflict or inconsistency between any of the terms in this Terms & Conditions for E-Statement Facility and any other terms in the Terms and Conditions, the conflicting or inconsistent term in this Terms & Conditions for E-Statement Facility shall prevail only in so far as it applies specifically to the E-Statement Facility and only to the extent of such conflict or inconsistency.