



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

## **CGS MY's General Terms and Conditions and Risk Disclosure Statement**

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

### **Part A : Definitions**

#### **1. Definitions**

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

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

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

"**Affiliates**" means a related corporation (as defined in the Companies Act 2016) of CGS MY;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Foreign Agents"** has the meaning ascribed to it in Clause 54.1(a);

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

**"Foreign Securities"** means Securities that are listed on a securities exchange outside of Malaysia and are not traded on Bursa Securities; **"Foreign Transactions"** has the meaning ascribed to it in Clause 54.1;

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

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

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

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

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

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

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

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

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

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

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

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

**"Proprietary Activities"** means dealings in Securities undertaken by CGS MY for its own benefit;

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

**"Sales Proceeds"** means proceeds arising from any Transaction;

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

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

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

**"Security Information"** has the meaning ascribed to it in Clause 63.1;

**"These terms and conditions"** means these terms and conditions as supplemented, modified or amended from time to time; **"Traded Currency"** has the meaning ascribed to it in Clause 17.2;

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

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

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

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

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

do not affect their interpretation. References to any statute, legislation, law, rules, regulations, guidelines, practices, notices or directives include any modification, re-enactment or amendments, practice notes and new guidelines issued pursuant thereto and any subordinate legislation (as the case may be) enacted from time to time under it or them.

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

### **2. Opening of Account**

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

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

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

### **4. Interest**

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

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

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

### **6. Continuing Security**

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

### **7. Exclusions**

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

## **8. Limitation of Liability**

- 8.1 Except as otherwise provided in these terms and conditions and to the fullest extent permitted by the law, the provisions in this Clause 8 set out CGS MY's entire liability (including any liability for the acts and omissions of its Affiliates, and the respective officers, employees and agents of CGS MY and its Affiliates) to the Client, including matters in respect of:
- (a) any breach of its obligations in relation to or in connection with or arising under these terms and conditions including without limitation any loss or damage resulting from or due to (i) any errors or defaults of any kind in accepting or acting on or executing any instructions given by the Client or an Authorised Person or in relation to or in connection with any matter relating to Transactions or the provision of the Transactional Services or the custody of the Securities or any transaction made or purported to be made or the payment and crediting of funds or monies; (ii) any act, failure or omission or delay on the part of CGS MY, its Affiliate, nominee, agent, sub-agent, officer, employee or other authorised person in the provision of any of the Transactional Services; and
  - (b) any representation, statement or tortious act or omission (except fraud and fraudulent misrepresentation) including negligence arising under or in connection with these terms and conditions or any Transaction or the provision of any Transactional Services.
- 8.2 CGS MY's maximum liability (including, without limitation, tortious liability (if any)) for damages, losses, costs and expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of CGS MY's obligations under these terms and conditions) suffered or incurred by the Client, including but not limited to those arising under or in connection with the matters set out in Clauses 8.1(a) and 8.1(b) shall be limited to the amount of RM5,000.
- 8.3 The Client acknowledges and agrees that CGS MY shall not be liable for any (i) direct loss or damage, including but not limited to any costs, charges or expenses (but only to the extent CGS MY is permitted to exclude such liability by law), or (ii) indirect, incidental, punitive, special or consequential loss or damage (including but not limited to loss of investment opportunity or any failure to make a profit), suffered by the Client or any other party (no matter how caused) arising in connection with:
- (a) any action taken by CGS MY or CGS MY's agents or any of their respective affiliates to comply with all applicable Malaysian Rules and Foreign Rules, including, without limitation, any liquidation, in whole or in part, of any of the Client's positions or any action taken at the request or directive of a relevant stock exchange, clearing organization or regulator;
  - (b) any oral or written instructions believed by CGS MY to be authentic or genuine and to have been given by the Client or an Authorised Person (even if such instructions are subsequently shown not to be authentic or genuine);
  - (c) any action brought by a third party (even if the relevant losses, damages, costs or expenses are reasonably foreseeable or CGS MY had been advised of the possibility of the Client incurring the same);
  - (d) any exercise of CGS MY's rights to vary any trading limit applicable to the Account, or to suspend or close the Account, under Clause 24.2;
  - (e) any exercise or non-exercise of CGS MY's right to force sell the Client's Securities under Clause 25.1;
  - (f) any acts or omissions of any Dealer's Representative, or of any custodians referred to in Clause 27.1;
  - (g) the sale of any MOD Securities by CGS MY pursuant to Clause 33.1(d);
  - (h) any use of or reliance on the Online Services, the Website and/or any electronic instruction;
  - (i) any failure by the Licensed Financial Institution to credit payment of any Sales Proceeds into the Client's Designated Bank Account;
  - (j) any malfunction or partial or total failure of any machine, data processing system, electronic transmission or communications system; or
  - (k) termination of the Account or any Transactional Services by CGS MY.
- 8.4 The Client is aware that circumstances could arise in which the Client's remedies set forth in these terms and conditions may be or appear insufficient to the Client. The Client agrees that the limitations on liability specified in this Clause 8 shall survive and apply even under such circumstances. In the light of the overall agreement reached hereunder, the Client has agreed that the remedies and limitations on liabilities set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration including the fees, commission, brokerage charges and other charges payable in accordance with these terms and conditions and the availability and costs of insurance with respect to the said risks.

## **9. Client's Successor**

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

## **10. Terms to Govern Once Any Facility is Used**

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

## **11. Proprietary Trading**

- 11.1 CGS MY or its Affiliates may from time to time deal in Securities with or for the Client in circumstances where CGS MY or its Affiliates has a direct or indirect interest or a relationship of any description with a third party that may involve or result in a Conflict of Interest with the Client.
- 11.2 Neither CGS MY nor its Affiliates shall be liable to account to the Client for any profit, commission or other benefits made or received by it or for any loss, damage or expenses incurred by the Client in relation to such circumstances.
- 11.3 Where CGS MY acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), CGS MY will inform the Client that it acts as principal in the Transaction before the Transaction is effected.
- 11.4 Except as expressly stated in this Clause 11, neither CGS MY nor its Affiliates is obliged to disclose any information connected with or relating to a Conflict of Interest situation to the Client at any time.

## **12. Acknowledgement of Risks**

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

by CGS MY, the Client acknowledges that he understands the nature of the Investment Products and/or Services and the extent of his exposure to risk and has considered the appropriateness and suitability of trading and investing in light of his experience, objectives, and financial and other relevant circumstances.

### 13. Disclaimers relating to Information and Advice

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

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

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

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

### 14. Fees and Charges

14.1 CGS MY may in its absolute discretion charge a service fee for the maintenance of an Account and debit the same to such Account. CGS MY may at any time set-off any monies and/or Securities in the Account against such service fee in accordance with these terms and conditions. In the event that there are no monies or Securities in such Account, CGS MY may, notwithstanding anything in Clause 79 terminate such Account without giving notice to the Client.

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

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

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

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

### 15. Payment/Receipt of Monies

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

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

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

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

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

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

#### **16. Payment by CGS MY**

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

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

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

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

#### **18. Agents**

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

#### **19. Dealer's Representatives**

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

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

### **Part C : Trading in Securities**

#### **20. Instructions and Orders**

20.1 CGS MY shall be entitled to buy and sell Securities for or deal with monies in the Account or perform any other transaction or order relating to the Account upon the verbal or written instructions (including via e-mail), of the Client or any Authorised Person, but CGS MY shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving a reason for such refusal. In the case where CGS MY does so give effect to any instruction or order, CGS MY reserves the right to unilaterally cancel any transaction or recall any order prior to it being executed without providing or assigning any reason therefor.

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

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

20.4 The Client acknowledges and accepts that when placing orders for Securities, there will be times when a quoted price will change prior to the trade's execution due to market circumstances and that not all orders will be executed in chronological sequence with the order being placed. In such circumstances, the Client agrees to release CGS MY from any liability arising therefrom.

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

#### **21. Counterparty Risks**

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

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

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

- 22.2 In the event that the Client obtains financing from a bank or other institution (other than CGS MY) on an ad hoc basis, the Client authorises CGS MY to deliver Securities to such financing bank or institution as the Client's Dealer's Representative may from time to time instruct. The Client indemnifies CGS MY and undertakes to hold CGS MY harmless from any and all losses, damages, liabilities, costs or expenses that may be suffered or incurred by CGS MY as a result of acting in accordance with such instructions.
- 23. Delinquent/Disputed Account**
- 23.1 CGS MY may, in its sole and absolute discretion, report delinquent and disputed accounts to the relevant regulatory body or authority (including but not limited to Bursa Securities, BNM and Securities Commission) from time to time. The Client further consents to the reporting of the pertinent particulars relating to his Account, including, but not limited to, his name, address and NRIC/Passport number, claim amount and other appropriate information, in the event that his Account is classified by CGS MY at its sole discretion as delinquent or disputed.
- 24. Suspension of Account and other Restrictions**
- 24.1 The Client acknowledges that CGS MY may impose any restrictions on, including but not limited to suspension of, dealing in any Securities in respect of the Account which CGS MY or any of its authorised representatives considers appropriate for any purpose.
- 24.2 The trading of Securities in the Account is at all times at the discretion of CGS MY and is subject to the Client's compliance with these terms and conditions. CGS MY may at its discretion vary any trading limit applicable to the Account, or suspend or close the Account, and will not be obliged to give any notice to the Client or provide any reason for such variation, suspension or termination (including but not limited to any suspension or termination due to non-payment of any Secured Indebtedness, or the Account being dormant). CGS MY will further have the right at any time to refuse to act on the Client's behalf, to refrain from executing any order of the Client, or to limit any purchases or sales instructed by the Client without having to provide any reason for such refusal to act.
- 25. General Right to Force Sell and Buy-In**
- 25.1 The Client understands that if he does not pay for any Securities which he purchases by the due date of the purchase contracts, CGS MY shall have the right to force sell any or all of these Securities at any time after such due date and at such time as it may in its absolute discretion decide. CGS MY may (without prejudice to its rights under these terms and conditions), but need not, exercise this right on any day after the day on which the right to force sell first arose.
- 25.2 Any waiver of or delay in exercising the right to force sell any Securities by CGS MY pursuant to Clause 25.1 shall not be regarded by the Client as an entitlement or right of the Client to the same at any time and shall be without prejudice to all other rights, powers and remedies available to CGS MY.
- 25.3 The Client agrees that no short selling (this being the sale of Securities which are not beneficially owned by the Client on the date the sale order is made) shall be effected in relation to any Securities traded on an Exchange (except as permitted under, and effected in accordance with, the prevailing rules of the relevant Exchange). Without prejudice to the other rights and remedies available to CGS MY, the Client agrees that in the case where there is a breach of this provision, CGS MY may effect a buy-in of relevant Securities without any notice or reference to the Client.

#### **Part D : Nominee Services**

##### **26. Appointment of CGS MY as Nominee**

- 26.1 Any Securities deposited by the Client with CGS MY or purchased by CGS MY on behalf of the Client, and held by CGS MY for safe-keeping or otherwise may, at CGS MY's absolute discretion, be registered by CGS MY in the Client's name, in CGS MY's name or in the name of CGS MY's agent, sub-custodian or nominee.
- 26.2 The Client acknowledges that if the Securities are registered in CGS MY's name or the name of CGS MY's agent, sub-custodian or nominee, the Securities will be held by CGS MY or CGS MY's agent, sub-custodian or nominee in accordance with Part D of these terms and conditions.

##### **27. Sub-Custodians and Agents**

- 27.1 Client agrees that CGS MY is authorised at all times:
- at the cost and expense of the Client, where the Securities are held in Malaysia, to maintain the Securities in a nominee account in accordance with Rules of Bursa Depository;
  - where the Securities are to be held outside Malaysia or denominated in foreign currency, to maintain the Securities with a sub agent or a custody account held with a custodian outside Malaysia which is licensed, registered or authorized to act as a custodian in the country or territory where the Securities are registered, traded or listed;
  - to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians referred to in this Clause 27 on such terms and conditions as may be imposed by any applicable laws, including the CMSA, and by such persons which CGS MY may deem fit, for any of the Securities;
  - to permit such persons to sub-delegate and to register such Securities in the name of any of their nominees upon such terms and conditions as CGS MY may in its absolute discretion stipulate;
  - to delegate to any other person, whether affiliated to CGS MY or otherwise, and whether in or outside Malaysia, for any period whatsoever, the performance of the Transactional Services as well as the exercise of CGS MY's powers set out in these terms and conditions; and
  - not with standing Part K of the Account Application Form, to credit proceeds arising from corporate actions to Client's Trust Account.

##### **28. No Obligations**

- 28.1 CGS MY shall not be required at any time to register any Securities, whether such Securities are held electronically or otherwise, in its own name or in the names of its nominees. If CGS MY decides, in its absolute discretion, to register the Securities in its own name or in the names of its nominees, the Client agrees to sign and execute all necessary instruments of transfer and documents and pay all applicable fees and charges in connection with such registration of the Securities.
- 28.2 CGS MY and CGS MY's agent, sub-custodian or nominee shall be under no responsibility to forward to the Client any notices, proxies or other documents or communications in respect of the Securities. Notwithstanding this, if CGS MY or CGS MY's agent, sub-custodian or nominee shall determine that any action is required in respect of such Securities and the Client and/or the Authorised Persons cannot be contacted or fail to give punctual or adequate instructions for such action, the Client hereby authorises CGS MY or CGS MY's agent, sub-custodian or nominee to act on the Client's behalf as they shall in their absolute discretion think fit (but nothing in this Clause shall impose on CGS MY any obligation to do so), including without limitation, to exercise any voting rights or such other rights in respect of Securities of which the Client is the beneficial owner but which are registered in the name of CGS MY or CGS MY's agent, sub-custodian or nominee, and CGS MY or CGS MY's agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for any such action as CGS MY or CGS MY's agent, sub-custodian or nominee may take. The Client further undertakes to indemnify CGS MY and CGS MY's agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by CGS MY and/or CGS MY's agent, sub-custodian or nominee in respect of any such action taken.
- 28.3 The Client acknowledges and consents to the fact that any Securities belonging to him held by CGS MY, its agent, sub-custodian or nominee for any reason whatsoever may be held with other Securities held for CGS MY, itself or other clients of CGS MY on an aggregate or omnibus basis. If this occurs, CGS MY shall maintain records of the Client's interest in the Securities that have been commingled but such Securities may not be identifiable by separate certificates, or other physical documents or equivalent



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

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

## 29. Powers of CGS MY

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

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

## 30. Rights, Warrants and Other Entitlements

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

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

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

## 31. Proxy

31.1 CGS MY shall have no duty or responsibility to notify the Client of any proxy or other documents received by it in respect of the Securities held or registered with CGS MY or to send any proxy or other documents to the Client.

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

## **Part E :Securitised Trading Account and Memorandum of Deposit**

### 32. Securitised Trading Account

32.1 The Client agrees with CGS MY as follows:

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

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

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

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

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

#### **Part F: Margin Financing Facility**

##### **34. Margin Financing Facility**

- 34.1 CGS MY may in its discretion, from time to time and at the Client's request, provide the Client with a Margin Financing Facility for the purposes of extending credit to the Client to undertake Transactions in Securities. Any Margin Financing Facility provided will be subject to such maximum facility limit and for such tenure as determined by CGS MY.
- 34.2 The Client authorizes CGS MY to open for the Client a Margin Trading Account, which will be the trading account financed by the Margin Financing Facility (if granted).
- 34.3 A Margin Financing Facility, if granted, will be governed by these terms and conditions, as well as any other terms and conditions which may be imposed by CGS MY from time to time, whether in a separate or supplemental letter or otherwise. CGS MY may at any time and from time to time review and vary any of the terms and conditions governing the Margin Financing Facility, or suspend, recall or cancel the Margin Financing Facility in its discretion, by notifying the Client in writing.
- 34.4 All sums owing by the Client to CGS MY under or in connection with any Margin Financing Facility (the "**Financing Indebtedness**") shall be due and payable immediately upon demand. Until such demand, the Client shall pay the Financing Indebtedness relating to a Margin Financing Facility immediately upon the expiry of the tenure of that Margin Financing Facility, unless such Margin Financing Facility is, renewed or extended by CGS MY in its absolute discretion. CGS MY may in its discretion charge fees or commission for agreeing to renew or extend any Margin Financing Facility.
- 34.5 The renewal of a Margin Financing Facility may be effected by way of CGS MY agreeing to roll over any Financing Indebtedness such that a fresh drawing is deemed to have been made under the Margin Financing Facility on the date of renewal, but no actual cash repayment of the Financing Indebtedness is made on such date, and no actual cash advance is made by CGS MY to fund the renewal ("**Roll Over**").
- 34.6 The availability period for utilisation of a Margin Financing Facility (if granted) shall be as determined by CGS MY from time to time. Utilisation of a Margin Financing Facility within the applicable availability period may be permitted by CGS MY upon fulfilment of such conditions precedent as CGS MY may require from time to time, to CGS MY's absolute satisfaction. These conditions precedent may include but are not limited to the satisfactory execution and perfection of the security documents, the provision of additional Eligible Collateral, the creation of additional or supplementary security, and compliance with any required Margin value.
- 34.7 Interest in respect of a Margin Financing Facility shall accrue and is payable at such rate of interest as may be determined by CGS MY from time to time and may be changed by CGS MY without prior notice to the Client. CGS MY has no duty to notify the Client of any such change by sending a written notice to the Client directly. Without prejudice to the foregoing, CGS MY shall notify the Client on a periodic basis of the current rate of interest imposed by CGS MY in respect of the Margin Financing Facility. Interest shall accrue on a daily basis on either a 360 or 365/366- day year, depending on the currency involved, and shall be capitalized at the end of each month. If the Financing Indebtedness is not paid or repaid on the relevant due dates (whether demanded or not), the Client shall pay default interest at the rate imposed by CGS MY from time to time ("**Default Interest**") to be calculated on a daily rest basis and paid for as long as the Financing Indebtedness or any part of the same remains due and outstanding.

##### **35. Margin Collateral for Margin Financing Facility**

- 35.1 Without prejudice to any other provision of these terms and conditions requiring the creation of security over Eligible Collateral, the Client shall at CGS MY's request execute such assignments, charges, mortgages, margin security agreements, powers of attorney or other security documents in such form as CGS MY may require from time to time to ensure that CGS MY shall have a first and paramount security interest over all Eligible Collateral to secure the Financing Indebtedness.
- 35.2 The Client undertakes to ensure in respect of each Margin Financing Facility granted to him that the value of the Eligible Collateral earmarked for such Margin Financing Facility (the "**Eligible Collateral Value**") shall at all times exceed the aggregate of the applicable Financing Indebtedness by the Margin. The Eligible Collateral Value shall, unless otherwise required by CGS MY in its absolute discretion or under the Malaysia Rules, be determined as follows:

- (a) Securities quoted on any Exchange owned, operated, maintained or recognized by Bursa Securities and meets the necessary criteria acceptable to CGS MY: the value shall be based on such percentage, or price and/or quantity cap, as may be determined by CGS MY in its sole and absolute discretion, based on the last traded price of the Securities on the preceding market day, provided that where any such Securities cease to be quoted or traded or are suspended from trading on the relevant Exchange (other than a temporary suspension for purposes of a pending announcement, which does not exceed three (3) market days or such other period as CGS MY may in its discretion decide), then the value of such Securities will be deemed to be zero;
- (b) Cash Collateral:
- (i) in the case of cash or a fixed deposit certificate denominated in the Base Currency, its face value;
- (ii) in the case of cash or a fixed deposit certificate denominated in a currency other than the Base Currency, the value will be calculated on the basis of a discount to the prevailing market exchange rate as CGS MY may determine in its absolute discretion.
- (c) Securities which the Client has become entitled to by reason of any corporate actions but which have not yet been credited to the Client's Account: the value will be the last traded price of the Securities on the preceding market day; and
- (d) all other types of Collateral: the value shall be zero.
- 35.3 If any of the Eligible Collateral is denominated in a currency other than the Base Currency, the Eligible Collateral Value will be converted to the Base Currency at such rate of exchange as CGS MY may determine in its absolute discretion.
- 35.4 Without prejudice to any other rights CGS MY has under these terms and conditions, if at any time CGS MY determines that any Securities constituting Eligible Collateral or held in the Margin Account are subject to any of the following circumstances:
- (a) unusually rapid or volatile changes in value;
- (b) the non-existence of an active market for such Securities;
- (c) suspension from trading on the relevant Exchange;
- (d) there is no possibility of immediate or prompt liquidation or realisation of such Securities within a period acceptable to CGS MY;
- (e) the existence of unusual market conditions;
- (f) no longer meet the special conditions as stipulated by CGS MY;
- (g) no longer accepted or meets the criteria set by CGS MY as Eligible Collateral;
- (h) any circumstances exist which in CGS MY's view make it difficult to ascertain the proper value of any Securities,
- then CGS MY may in its discretion increase the Margin and/or impose haircuts on the value of any such Securities, and the Client shall, within three (3) Market Days from the date of a written notice to the Client, provide CGS MY with further and other security acceptable to CGS MY by way of substituted or additional security, of such value as would be required to increase the equity in the Margin Account to a value which would not be less than the required loan to Collateral value specified in such notice, such that the Margin is met.
- 35.5 For the purpose of determining the value of any Collateral provided, CGS MY may in its discretion (but shall not be obliged to) to appoint independent professional valuers acceptable to it as and when required by it, at the sole cost and expense of the Client, and the value determined by such valuer shall be final and conclusive and binding on the Client, but shall not be binding on CGS MY.
- 35.6 Without prejudice to the provisions of this Clause 35, CGS MY may in its discretion permit the Client to withdraw any Cash Collateral or other assets provided by the Client as Eligible Collateral where the Eligible Collateral Value exceeds the Margin.
- 35.7 Upon CGS MY's demand, the Client shall immediately substitute any Collateral in the form of Securities specified by CGS MY, with Cash Collateral or another form of Collateral acceptable to CGS MY in its absolute discretion.
- 35.8 If the Eligible Collateral Value of the Eligible Collateral for a Margin Financing Facility falls below the Margin Call Value prescribed by CGS MY, the Client shall immediately upon demand by CGS MY (and, if no deadline is specified, no later than three (3) Market Days from and including the date of the demand or such earlier date as Bursa Securities may prescribe from time to time), either make payment towards the reduction of the Financing Indebtedness or transfer such amount of additional Eligible Collateral as CGS MY may specify to CGS MY (and if no amount is specified at the time of the demand by CGS MY, an amount such that the aggregate Eligible Collateral Value would exceed the Financing Indebtedness, on the date on which the Eligible Collateral is transferred to CGS MY, to meet the required Margin Call Value prescribed by CGS MY or CGS MY may from time to time prescribe for Margin top-up).
- 35.9 In the event:
- (a) the Client for any reason fails to comply with any Margin Call within the period stipulated by CGS MY; or
- (b) the Eligible Collateral Value of the Eligible Collateral for a Margin Financing Facility falls below one hundred and thirty percent (130%) of the Financing Indebtedness or such other percentage as may be prescribed by Bursa Securities or CGS MY,
- CGS MY will be entitled to exercise its right to sell all or any of the Eligible Collateral.

#### **Part G : Day Trade Facility**

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

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

37. **Multi-Currency Trust Account**

- 37.1 CGS MY may from time to time, at the request of the Client, open and maintain a Multi-Currency Trust Account and deposit and retain all proceeds of sale of Securities, including but not limited to contra gains and proceeds received on any over-the-counter instruments.
- 37.2 The Client may from time to time make further deposits into the Multi-Currency Trust Account.
- 37.3 The Client irrevocably authorises CGS MY to utilize monies in the Multi-Currency Trust Account in its discretion towards satisfaction of the Secured Indebtedness or any part thereof, including but not limited to the following, as and when they may fall due:
- (a) purchases of Securities, applications for rights issues, payments of the exercise price for the conversion of warrants, loan stocks or options, or subscriptions for initial public offers, private placements, and over-the-counter instruments;
  - (b) any charges, brokerage fees, clearing fees, registration fees, conversion fees, transfer fees, custody/nominee fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any Account;
  - (c) interest incurred on overdue purchases and/or trading losses;
  - (d) any bank charges; and
  - (e) any trading losses incurred by the Client.
- 37.4 The Client further irrevocably authorises CGS MY to apply monies in the Multi-Currency Trust Account towards the recovery of payments made to the Client in error (as evidenced by the records of CGS MY).
- 37.5 CGS MY may, where the Secured Indebtedness and the monies in the Multi-Currency Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as CGS MY may determine in its absolute discretion [having regard to the then prevailing foreign exchange rates between such currencies].
- 37.6 The Client shall give CGS MY at least two (2) Market Days' prior notice with respect to any proposed withdrawal from the Multi-Currency Trust Account.

#### **Part I: Regular Savings Plan**

##### **38. General**

- 38.1 The terms and conditions in this Part I, together with these terms and conditions, govern the provision of Investment Products made available under the Regular Savings Plan by CGS MY to the Client. In the event of any inconsistency between the provisions of this Part I and these terms and conditions, the provisions in this Part I shall prevail with respect to the Regular Savings Plan.
- 38.2 The services provided by CGS MY to the Client under this Part I will constitute Transactional Services.

##### **39. Interpretation of Terms**

- 39.1 All capitalised terms which are not defined in this Part I shall have the same meaning as in these terms and conditions.
- 39.2 In this Part I:

“**Corporate Actions**” means any corporate event that may impact the price of the relevant Investment Product and include (but not limited to) conversion, sub-division, consolidation, pre-emption, take-over, rights to receive securities or a convertible certificate, and any entitlements arising these events.

“**Fractional Shares**” shall have the meaning provided in Part J of this terms and conditions.

“**Investment Amount**” means the amount designated by the Client in the Investment Instruction for the purchase of Investment Products on the Transaction Day, or any alternative amount that the Client may modify periodically.

“**Investment Instructions**” means the written and/or electronic instructions given by the Client to CGS MY from time to time in connection with the purchase of Investment Products on the Transaction Day.

“**Investment Products**” means shares, units in exchange traded funds, or any other products as specified by CGS MY from time to time made available by CGS MY to the Client under the Regular Savings Plan.

“**Regular Savings Plan**” means a savings plan offered by CGS MY, in which CGS MY will purchase Investment Products on an ongoing basis in accordance with the Investment Instructions.

“**Transaction Day**” means a predetermined day that falls on a daily, weekly, bi-weekly or monthly basis on which CGS MY will purchase Investment Products in accordance with the Investment Instructions. If a Transaction Day falls on a day that is not: (a) a Business Day; or (b) a day on which the relevant Exchange or market is open for business (“**Working Day**”), the Transaction Day will be adjusted to the next available Business Day or Working Day (as the case may be).

##### **40. Authorisation of CGS MY**

- 40.1 The Client grants CGS MY the authority to execute the Investment Instructions related to the Regular Savings Plan and undertake all required actions in accordance with this Part I CGS MY may convert amounts in the Account, received or otherwise standing to the Client's credit to any other currency in accordance with these terms and conditions when executing Investment Instructions.

##### **41. Investment Instructions**

- 41.1 When the Client chooses an Investment Product made available under the Regular Savings Plan, the Client is required to specify the following details in the Investment Instructions for each Investment Product selected: (a) the Investment Amount to be utilised by the Client to CGS MY; and (b) the applicable Transaction Day.
- 41.2 The Client acknowledges that investments into each Investment Product may need to meet certain investment requirements determined by CGS MY at its sole and absolute discretion, including a minimum initial Investment Amount or lot size.

##### **42. Payment of Investment Products**

- 42.1 The Client shall be solely responsible for maintaining sufficient funds in the Account at all times to facilitate the successful execution of the Investment Instructions as well as for covering fees incurred and/or charged by CGS MY on its behalf for the provision of the services under this Part I. Such fees include commissions, brokerage charges, charges imposed by the relevant exchanges (such as clearing fees and other exchange-related fees) and agent fees at the prevailing rates determined by CGS MY.

- 42.2 The Client acknowledges that CGS MY will not carry out any Investment Instructions if there are inadequate funds in the Account to fully execute the Investment Instructions or cover payments due to CGS MY for providing the services under this Part I. For the avoidance of doubt, CGS MY will not partially execute any Investment Instructions.
- 42.3 The Client shall ensure that there are sufficient funds in the Account to cover the deduction of its Investment Amount as well as any other fees which may be incurred and/or charged by CGS MY on its behalf for the provision of the services under this Part I before withdrawing any excess funds from the Account. The Client shall be liable for any direct or indirect losses or damages incurred by CGS MY as a result of executing any trades in accordance with the Investment Instructions.
- 43. Purchase of Investment Products**
- 43.1 The trades executed pursuant to the Investment Instructions will be on a market order basis and will take place during standard market hours of the relevant Exchange. Alternatively, CGS MY reserves the right to designate different market hours at its sole and absolute discretion.
- 43.2 Generally, Investment Products purchased by the Client under the Regular Savings Plan shall be credited to the Account on a fractional basis. In circumstances where fractional purchase of any particular Investment Products is not possible, the Client will receive the nearest available lot size of those particular Investment Products rounded down and any such round down will be deemed to comply with the Investment Instructions in Clause 41.1.
- 43.3 For the avoidance of doubt, the terms and conditions set out in Part J shall be applicable in the case of any dealing related to Fractional Shares.
- 43.4 If the purchase of a particular Investment Product becomes suspended, any Investment Amounts designated for that Investment Product will cease to be assigned to the suspended Investment Product from the date of suspension. Further, any Investment Instructions intended for that suspended Investment Product will not be executed until the next Transaction Day following the cessation of the suspension.
- 43.5 If a suspension affecting a specific Investment Product occurs after the trade has been executed but prior to trade settlement, CGS MY will hold the funds to facilitate the trade settlement when the suspension on the Investment Product is lifted. During this suspension period, the Client will not be allowed to withdraw the funds. The Client acknowledges that the suspension period may extend beyond the standard timeframes.
- 43.6 CGS MY reserves the right to temporarily suspend the purchase of any Investment Products associated with corporations that have initiated Corporate Actions.
- 43.7 CGS MY will use reasonable efforts to execute the Client's trades in accordance with the Investment Instructions. The Client acknowledges that unforeseen circumstances or events beyond the control of CGS MY may impede the execution of these trades (such as the failure of any trading system). The Client understands and acknowledges, and agrees to assume this risk, and in such instances, CGS MY shall not be liable for any direct or indirect losses, damages, costs, charges or expenses resulting from any failure to execute the Client's trades.
- 44. Corporate Actions**
- 44.1 The Client agrees and acknowledges that the Client will not have the right to participate in any Corporate Actions, nor exercise any rights or powers in relation to any Corporate Actions arising from the ownership of Investment Product, unless otherwise agreed by CGS MY.
- 44.2 The Client expressly authorises CGS MY to participate in the Corporate Actions on its behalf and understands that the manner and timing of such actions will be at the sole and absolute discretion of CGS MY. The Client also acknowledges that certain types of Corporate Actions may result in a change in the quantity or valuation of Investment Products held in the Account. CGS MY is not obliged to forward any notices, proxies, communications, or other documents in respect of impending Corporate Actions that may affect the Investment Products held in the Account.
- 44.3 A list of such events, along with the actions that CGS MY will take on the Client's behalf in response to various Corporate Actions, is made available on CGS MY's website at <https://www.cgsi.com.my/up/corporateactions/>. CGS MY reserves the right to change the list from time to time at its sole and absolute discretion without notice.
- 44.4 Notwithstanding any other provision in these terms and conditions, the Client acknowledges that the Client will be entitled to the proceeds or benefits resulting from its entitlement from the Corporate Action events, which will be credited in the form of cash or shares into the Account by CGS MY.
- 45. Modification of Investment Instructions**
- 45.1 Subject to any such condition that CGS MY may prescribe at its sole and absolute discretion, the Client may from time to time change the Investment Instructions. Any such changes to the Investment Instructions may be made at any time by the Client prior to the start of the relevant Exchange's trading session on a Transaction Day. The Client acknowledges and accepts the risks associated with changing the Investment Instructions and CGS MY shall not be liable for any direct or indirect losses, damages, costs, charges or expenses arising from such change.
- 45.2 If, for any reason, CGS MY is unable to implement a change to the Investment Instructions within the specified timeframe, the revised Investment Instructions will be executed on the subsequent Transaction Day. The Client acknowledges and accepts the risks associated with changing the Investment Instructions and agrees that CGS MY shall not be liable for any direct or indirect losses, damages, costs, charges or expenses arising from any delay and/or failure for the execution of the Investment Instruction arising such change in Investment Instructions.
- 46. Occurrence of Events of Default**
- 46.1 The Client acknowledges that CGS MY shall have the right to take one or more of the actions described in Clause 46.2, at its sole and absolute discretion, upon the occurrence of any of the following events or circumstances:
- (a) the Client fails to observe the terms and conditions in this Part I;
  - (b) the Client becomes insolvent or bankrupt, makes any arrangement or composition with creditors, or CGS MY determines in good faith that the Client is unable to pay its debts; or
  - (c) CGS MY, in good faith, believes that its interests would be adversely affected if the provision of the services under this Part I to the Client is not suspended or terminated.
- 46.2 In the event of any occurrences set out in Clause 46.1, CGS MY shall have the right to take one or more of the following actions without giving prior notice to the Client:
- (a) suspend or terminate the services under this Part I;
  - (b) terminate its relationship with the Client and demand that the Client fully settles all amounts owed by the Client to CGS MY;
  - (c) liquidate all Investment Products held in the Account using any method CGS MY deems appropriate at its own discretion; and
  - (d) use the net proceeds from the sale (after deducting all costs and expenses related to such sale) to settle any outstanding sums owed by the Client to CGS MY or to a related corporation of CGS MY.
- 47. Non-Reliance on Selection of List of Investment Products and General Information Provided**

- 47.1 The Client agrees that the list of Investment Products provided by CGS MY does not in any way constitute the giving of investment or financial advice by CGS MY or the making of any recommendation or representation in respect of the same. The Client is deemed to have exercised its own judgment and made its own decision by selecting Investment Products from the list of Investment Products provided by CGS MY.
- 47.2 While providing the services under this Part I, CGS MY may publish and/or provide various articles or information related to trading and/or specific Investment Products to the Client. The Client agrees that any information provided in this manner does not, under any circumstances, constitute the giving of investment or financial advice from CGS MY or the making of any recommendation or representation regarding the same. The Client shall not rely on any information provided in this manner when making decisions related to the purchase of any Investment Products under the Regular Savings Plan.
- 47.3 CGS MY reserves the right to change the composition of the list of Investment Products from time to time at its sole and absolute discretion without notice.

## **Part J: Fractional Shares Trading**

### **48. General**

- 48.1 The terms and conditions in this Part J, together with these terms and conditions, govern the provisions of services by CGS MY to you in respect of the execution of orders ("**Fractional Shares Transactions**") to buy or sell a fraction of a Security or a non-whole board lot of Securities ("**Fractional Shares**") by CGS MY. In the event of any inconsistency between the provisions in this Part J and these terms and conditions, the provisions in this Part J shall prevail with respect to Fractional Shares Transactions.
- 48.2 The services provided by CGS MY to the Client under this Part J will constitute Transactional Services.

### **49. Interpretation of Terms**

- 49.1 All capitalised terms which are not defined in this Part J shall have the same meaning as in these terms and conditions.
- 49.2 In this Part J,

"**board lot**" refers to a number of shares defined by an Exchange as a trading unit (e.g. the standard board lot size on Bursa is 100 for shares and 1 for units of an exchange traded fund ("**ETF**").

"**Corporate Actions**" means any corporate event that may impact the price of the relevant Investment Product and include (but not limited to) conversion, sub-division, consolidation, pre-emption, take-over, rights to receive securities or a convertible certificate, and any entitlements arising these events.

"**Security**" means a share or a unit in an ETF listed on an Exchange, or such other product as specified by CGS MY from time to time.

### **50. Execution of Orders for Fractional Shares**

- 50.1 The Client acknowledges that the list of Securities eligible for Fractional Shares Transactions that CGS MY may accept and execute will be determined at CGS MY's sole and absolute discretion and may be subject to such additional conditions and restrictions as CGS MY may impose from time to time.
- 50.2 The Client acknowledges that the Client understands and is fully aware of the risks associated with entering into Fractional Shares Transactions. In particular, the Client understands that these risks would include risks associated with market volatility and liquidity.
- 50.3 The Client may place an order for Fractional Shares through the following order type (or such other order type (such as limit orders) that CGS MY may prescribe from time to time):
- (a) **Market Order:** A "**Market Order**" means an order that prioritises execution over all factors. A Market Order will trade through the order book to match the specified quantity. If a Market Order is placed, the Market Order will be matched at the best possible price at the point of execution. Any unmatched quantity will be automatically cancelled by the trading system.
- 50.4 All Fractional Shares Transactions shall be cash settled, and CGS MY may convert amounts in the Account, received or otherwise standing to the Client's credit to any other currency in accordance with these terms and conditions when carrying out the Client's orders for Fractional Shares. The Client shall be solely responsible for maintaining sufficient funds in the Account at all times to facilitate the Fractional Shares Transactions.
- 50.5 CGS MY has the sole and absolute discretion to accept orders for Fractional Shares and is fully entitled to decline accepting or fulfilling any orders.
- 50.6 The Client acknowledges that when the Client chooses to place an order for Fractional Shares, the order may not be executed should such order: (a) not be filled or partially filled by the relevant Exchange(s) due to market conditions or otherwise; or (b) be subject to any restrictions imposed by the rules, customs, or practices of the relevant Exchange(s) and/or the relevant laws.
- 50.7 If, for any reason, any Security is no longer eligible for Fractional Shares Transactions, the Client will not be able to place any new orders for that Security. The list of Securities eligible for Fractional Shares Transactions during the official trading hours of the relevant Exchange or during extended-hours trading (that is, pre-market trading or after-hours trading) will be determined at CGS MY's sole and absolute discretion and may be subject to such additional conditions and restrictions as CGS MY may from time to time impose. During extended-hours trading, any orders placed by the Client may be queued for execution during regular trading hours trading and this may result in delays of the execution of such orders. The Client acknowledges that extended-hours trading poses certain risks (such as lower liquidity and price changes) and agrees that CGS MY shall not be responsible or liable for any direct or indirect losses incurred by the Client whatsoever as a result of or in connection with trades executed outside official trading hours.
- 50.8 When CGS MY accepts an order for Fractional Shares or executes a Fractional Shares Transaction for the Client on a particular Exchange or market, it may act as agent, principal, or a combination of both depending on the rules of the Exchange or the market. Unless otherwise notified by CGS MY, CGS MY will act as principal in a Fractional Shares Transaction at all times.
- 50.9 In executing a Fractional Shares Transaction, CGS MY may, at its sole and absolute discretion, place the order with an executing broker who will arrange for execution of the order on a particular Exchange or market. CGS MY shall not be responsible for the errors, omissions or insolvency on the part of such executing broker and cannot be made liable for any losses suffered (directly or indirectly) by the Client owing to such error, omission or insolvency of such executing broker.
- 50.10 In executing the Client's order, CGS MY or its executing broker may be subject to certain rules and regulations relating to how it executes the Client's order or transmits the Client's order for execution. The Client consents to the execution of the Client's orders in such circumstances and acknowledges that CGS MY will not be liable for any direct or indirect losses the Client may suffer as a result of the execution of the Client's orders in such circumstances.

### **51. No transfer of Fractional Shares**

- 51.1 Unless specified otherwise in this Clause 51, the Client will not be permitted to transfer any Fractional Shares, or any Fractional Shares that can be combined to constitute whole board lot sizes, from the Account to an alternate account maintained by the Client with different custodians.
- 51.2 If the Client opts to close the Account, CGS MY may, at its sole and absolute discretion, allow the Client to transfer all of the Fractional Shares out of the Account in accordance with clause(s) 51.3 and 51.4.
- 51.3 To effect the transfer of Securities out of the Account, the Client must first liquidate all of its holdings of Fractional Shares (which cannot be combined to constitute whole board lot sizes) through CGS MY. Once all holdings of Fractional Shares have been successfully liquidated, the remaining shares in board lot can be transferred outward.
- 51.4 For avoidance of doubt, any transfer of board lot Securities out of the Account will be subject to terms and conditions imposed by CGS MY and any restrictions imposed by Malaysian Rules or Foreign Rules (as the case may be). This includes the right to charge the Client a fee for accepting and executing such instructions.

## **52. Custody of Fractional Shares**

- 52.1 The Client agrees and acknowledges that any Fractional Shares purchased through CGS MY will be held in custody by CGS MY or CGS MY's agent or sub-custodian.
- 52.2 The Client acknowledges that, subject to Malaysian Rules or Foreign Rules, and the rules, customs or practices of the relevant Exchange(s), or of any custodians or depository agents having custody of the relevant Fractional Shares, the Client may be required to close any open positions and/or do such things as may be required under the aforesaid rules, customs or practices of the relevant Exchange(s) in relation to the Fractional Shares held in the Account.

## **53. Corporate Actions**

- 53.1 The Client agrees and acknowledges that the Client will not have the right to participate in any Corporate Actions, nor exercise any rights or powers in relation to any Corporate Actions arising from the ownership of Fractional Shares, unless otherwise agreed by CGS MY.
- 53.2 The Client expressly authorises CGS MY to participate in the Corporate Actions on its behalf and understands that the manner and timing of such actions will be at the sole and absolute discretion of CGS MY. The Client also acknowledges that certain types of Corporate Actions may result in a change in the quantity or valuation of Fractional Shares held in the Account. CGS MY is not obliged to forward any notices, proxies, communications, or other documents in respect of impending Corporate Actions that may affect the Fractional Shares held in the Account.
- 53.3 A list of such events, along with the actions that CGS MY will take on the Client's behalf in response to various Corporate Actions, is made available on CGS MY's website at <https://www.cgsm.com.my/up/corporateactions/>. CGS MY reserves the right to change the list from time to time at its sole and absolute discretion without notice.
- 53.4 Notwithstanding any other provisions in these terms and conditions, the Client acknowledges that the Client will be entitled to the proceeds or benefits resulting from its entitlement from the Corporate Action events, which will be credited in the form of cash or shares into the Account by CGS MY.

## **Part K : Transactions on Foreign Exchanges**

### **54. Use of Foreign Agents**

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

### **55. Undertaking on Costs**

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

### **56. Foreign Rules to Prevail**

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

## **Part L: Electronic Communications**

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

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

### **58. Use of Electronic Communications**

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

other using telephone, facsimile, telegraphic or such other devices as may be necessary to ensure that the other party receives the first party's communication.

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

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

#### **60. Withdrawal of Electronic Communications**

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

### **Part M : Online Services**

#### **61. Provision of Online Services**

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

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

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

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

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

61.5 The Client further agrees that:

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

61.6 In this Clause 61:

- (i) "**Link**" means any and all means by which one web page may permit its users/visitors to connect to or view another web page, including, by creating hypertext, logo or other graphical links or by "framing" the content of the other web page within the window or frame of a browser or other application.
- (ii) "**Visitors**" means any visitor, user, subscriber or viewer of the CGS MY iTrade Portal.
- (iii) "**Third Party Content**" means any other information or content provided by any party other than CGS MY on CGS MY iTrade.

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

#### **62. Deposit and Charges**

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

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

#### **63. Password and Security**

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

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

#### **64. No Representation**

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



**65. No Offer or Solicitation**

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

**66. Provision and Publication of Information**

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

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

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

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

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

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

- (a) the failure or interruption of any telephone network, computer network or other system that is necessary for the use of the Online Services;
- (b) system maintenance or system upgrades; and
- (c) any other event or circumstance beyond the control of CGS MY, including but not limited to that referred to in Clause 70.

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

**68. Confidentiality and Intellectual Property**

68.1 The Client agrees with and covenants to CGS MY that the Client shall not:

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

68.2 The Client:

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

**Part N : Electronic Payment**

**69. Electronic Payment**

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

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

69.3 CGS MY shall in its discretion be entitled at any time to:

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

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

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

## **Part O : Miscellaneous Provisions**

### **70. Force Majeure**

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

### **71. Service of Documents and Notices**

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

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

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

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

### **72. Waiver**

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

### **73. Severability**

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

### **74. Personal Data**

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

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

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

- (a) processing the Client's enquiries and application for account opening, services and products by CGS MY;
- (b) providing the Client with the services and products of CGS MY and CGS MY's Affiliates, business partners and related companies;
- (c) administering and/or managing the Client's relationship with CGS MY and/or the Account;
- (d) carrying out the Client's instructions or responding to any enquiries by the Client;
- (e) carrying out due diligence, monitoring or other screening activities (including background checks) in accordance with legal or regulatory obligations, internal compliance requirements or risk management procedures (including but not limited to those designed to combat financial crime, "know-your-customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by CGS MY or its Affiliate;
- (f) dealing in any matters relating to the services and/or products which the Client is entitled to under these terms and conditions (including the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to the Client, which could involve disclosure of certain personal data about the Client or the Client's personnel to bring about delivery of the same as well as on the external cover of envelopes/ mail packages);
- (g) the recovery of any Secured Indebtedness owed to CGS MY;
- (h) the process of reviewing and approving the Account, and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
- (i) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the Account, and whether or not there is any suspicion of the aforementioned;
- (j) managing CGS MY's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by CGS MY, including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing,

business continuity, and records, document and print management;

- (k) security, surveillance and/or identity verification purposes and managing the security of CGS MY's premises including but not limited to carrying out CCTV surveillance, audio recordings of the Client's instructions or conversations over the telephone or during face to face communications with CGS MY's staff;
- (l) if consented to by the Client or any Authorised Person (as may be applicable) via the Client's registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and facilitate the Client's participation in such activities. Some of these activities are governed by additional terms and conditions, which could contain additional information about how CGS MY uses and discloses the Client's personal data or that of the Client's personnel (where applicable), so the Client should read these carefully;
- (m) complying with applicable law in administering and managing the Client's relationship with CGS MY; and/or
- (n) if consented to by the Client in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the despatch of marketing information relating to financial or investment services or products offered by CGS MY and CGS MY's Affiliates, business partners and related companies (whether by CGS MY, CGS MY's Affiliates, business partners or related companies) which CGS MY thinks is of benefit or interest to the Client via the Client's agreed methods of communication;

(collectively, the "Purposes").

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

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

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

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

74.6 The Client confirms that the Client has read, understood and agrees to be bound by CGS MY's privacy notice (which is available at [itrade.cgsi.com.my](http://itrade.cgsi.com.my)) (the "Privacy Notice"), including but not limited to the clauses in the Privacy Notice which relate to the processing of the Client's personal information. The Client agrees that the Privacy Notice will be deemed to be incorporated into this Agreement.

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

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

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

## 75. Disclosure of Information

75.1 The Client hereby expressly authorises and permits CGS MY and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Client's Account, including but not limited to information relating to any transaction or dealings between the

Client and CGS MY (except that where such information contains personal data regulated by the Personal Data Protection Act, such personal data shall be disclosed in accordance with Clause 74 above):

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

75.2 As an Authorized Depository Agent of Bursa Depository, the Client recognizes and acknowledges that CGS MY is irrevocably authorised:

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

For the avoidance of doubt, the authorisation in Clause 75.2(b) will remain in full force unless revoked by the Client in writing to CGS MY (with a copy of such revocation given to CGS MY),

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

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

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

## 76. Unclaimed Property

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

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

## 77. General Warranties, Representations and Undertakings

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

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

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

## 78. Indemnity

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

## 79. Termination

79.1 The Transactional Services may be terminated:

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

79.2 Upon termination of the Transactional Services as set out in Clause 79.1, CGS MY is authorised to deliver as soon as is practicable thereafter any Securities held by it to the Client or the Client's successors in title after repayment of all Secured Indebtedness, including but not limited to CGS MY's outstanding fees and expenses, if any. Such notice to terminate the Transactional Services shall not be a waiver of any or all accrued obligations of each Party in respect of the Account and these accrued obligations shall continue to be governed by these terms and conditions until such obligations are fully performed.

- 79.3 The termination of the Transactional Services shall not prejudice, impair or otherwise adversely affect any of CGS MY's rights over any Collateral or the repayment of any or all outstanding obligations of the Client until such time as all the Secured Indebtedness are discharged and paid in full.
- 79.4 Upon or at any time after the termination of the Transactional Services, provided that all Secured Indebtedness owed to CGS MY by the Client shall have been discharged and paid in full and CGS MY shall have executed a full and proper acknowledgement and discharge in respect thereof, CGS MY shall transfer the Collateral and all other Securities which are then held by CGS MY or such person as per the Client's written instruction. In the absence of such notification by the Client to CGS MY or upon the expiry of the notice to terminate the Transactional Services, CGS MY is authorised to despatch the same to the Client at the Client's risk and expense to the address of the Client by registered post or in the case of book-entry securities, CGS MY shall be entitled to transfer such securities to any account of the Client with the applicable central depository or custodian. Upon such posting and/or transfer, CGS MY shall have no further liability for the delivery and/or transfer of such Collateral and other Securities.
- 79.5 Without prejudice to any other rights or remedies which CGS MY may have at law or in equity or under these terms and conditions, upon termination of the Transactional Services, CGS MY shall be entitled to:
- (a) sell any or all Securities held or carried for the Client or purchase any or all Securities held or carried as a short position from the Client or any third party at the Client's cost; and
- (b) exercise all rights over and in respect of any other Collateral including but not limited to selling any or all of the non-cash Collateral in such manner and at such times as CGS MY deems fit with only such notice which is required by applicable law and which cannot be waived, and the sale of such Collateral to CGS MY or any of its Affiliates, will transfer the title to ownership of such Collateral free from any claim or right of any kind, including any equity interest of the Client, such right and equity being hereby expressly waived and released.
- 79.6 Notwithstanding anything contained in Clause 71 service of notice of termination by the Client to CGS MY shall be effective only upon actual receipt thereof by CGS MY.
- 79.7 Any fees, expenses, costs and other charges of CGS MY accrued or incurred up to the effective date of termination shall be paid by the Client.
- 79.8 After the termination of the Transactional Services, CGS MY shall close the Account at such time that it deems appropriate.
- 80. Electronic Records of Contract Notes, Margin Call notices, Invoices and Statement of Account**
- 80.1 The Client agrees and consents to the receipt of contract notes, Margin Call notices, invoices and statements of account from CGS MY in the form of an electronic record through Electronic Communications (each an "**Electronic Document**") should CGS MY in its discretion make these available to the Client. The Client is required to give seven (7) calendar days' written notice to CGS MY if the Client no longer wishes to receive contract notes, Margin Call notices, invoices and/or statements of account in the form of an Electronic Document.
- 80.2 In the case of Electronic Documents transmitted to the Client by electronic mail, the Client will be deemed to have received the Electronic Documents immediately after despatch of such Electronic Documents from CGS MY's electronic mail server. In the case of Electronic Documents posted on the Website(s), the Client will be deemed to have received such Electronic Documents immediately after they have been posted on the Website(s) for the Client to retrieve.
- 80.3 In the event CGS MY is unable to successfully send any Electronic Document due to any reason whatsoever to the Client after two (2) continuous attempts, CGS MY will have the discretion to send to the Client the Electronic Document by any other method, including by regular post.
- 80.4 The Client acknowledges and agrees that any information transmitted electronically to the Client cannot be guaranteed to be secure or virus or error free and consequently such information could be intercepted, corrupted, lost, stolen, destroyed, delayed or incomplete or otherwise be adversely affected or unsafe to use. CGS MY shall not be liable to the Client in respect of any error, omission, theft or loss of confidentiality arising from or in connection with the electronic communication of information to the Client. As such, the Client shall be responsible for protecting his/her own systems and interests in relation to electronic communications.
- 80.5 CGS MY will provide the Client with a system generated trade statement of each transaction effected in relation to the Client's Account, and such statement shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement, the Client shall do so in writing within the time period as stated in the statement, otherwise the Client shall be deemed to have accepted the contents thereof. A statement by any of the CGS MY's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.
- 81. Electronic Records and Admissibility**
- 81.1 The Client agrees to the admission of electronic records, whether owned or maintained by CGS MY or any Exchange, and any part thereof as evidence in Court, in any tribunal or body having quasi-judicial function, and further agrees not to challenge or dispute the authenticity, admissibility or accuracy of such electronic records.
- 82. Malaysian Rules**
- 82.1 In respect of Transactions involving Securities traded on the Bursa Securities, these terms and conditions shall be read with the Malaysian Rules.
- 82.2 In the event of any conflict between these terms and conditions and any law, rule, requirement or other provision such as is referred to in Clause 82.1, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- 82.3 Where the Transactional Services are made available on separate or additional terms, those terms shall be read in conjunction with these terms and conditions. In the event of any conflict between these terms and conditions and such separate or additional terms, such separate or additional terms shall prevail.
- 83. Laws and Jurisdiction**
- 83.1 The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS MY will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and CGS MY shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.
- 84. No Assignment**
- 84.1 The Client shall not charge, assign or transfer all or any of its rights, title, interest or obligations hereunder or under any Account or these terms and conditions without the prior written consent of CGS MY.
- 84.2 CGS MY may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account to any person CGS MY deems fit, or change the office through which any transaction is booked, or through which CGS MY makes or receives payments or deliveries for the purpose of any transaction.
- 84.3 These terms and conditions shall be binding on the Client and its successors in title, permitted assigns, heirs, executors, administrators, personal representatives, receivers, judicial managers, liquidators and trustees in bankruptcy. These terms and conditions shall also continue to be binding on and survive the Client notwithstanding any change in its name, constitution or business/organisation or the name or constitution of CGS MY, or the consolidation, amalgamation or otherwise of the Client into or with any other entity, or the consolidation, amalgamation or otherwise of CGS MY into or with any other entity (in which case the terms shall be binding on the successor entity).
- 85. Anti-bribery and anti-corruption**
- 85.1 CGS MY and the Client respectively undertake not to (whether by itself/himself/herself or through any of its directors, officers, employees or agents, as is applicable)

offer, promise, give, authorise, solicit or accept any gift, favour, kickback, or other improper payment or consideration to or from (or imply that they will or might do any such thing in future) any person, in order to secure assistance, influence, business or other improper advantage in connection with any of the services or transactions provided, received and/or executed under these terms and conditions, whether in Malaysia or elsewhere.

85.2 CGS MY and the Client respectively shall and shall procure that its directors, officers, employees or agents, as is applicable (who are involved in the services or transactions provided, received and/or executed under these terms and conditions) shall, comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Malaysian Anti-Corruption Commission Act 2009 in connection with the services or transactions provided, received and/or executed under these terms and conditions.

**86. Entire Agreement and Amendments**

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

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

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

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

## Risk Disclosure Statement

### RISK DISCLOSURE STATEMENT FOR SECURITIES

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

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

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

#### 1. DOCUMENTATION

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

#### 2. SECURITIES

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

#### 3. NOMINEES SERVICES

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

#### 4. RIGHTS ISSUE, WARRANT AND OTHER OPTIONS

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

#### 5. STRUCTURED WARRANTS

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



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

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

## 6. MARGIN FINANCING FACILITY

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

## 7. NON-ADVISORY NATURE OF RELATIONSHIP

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

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

## 8. TAX COMPLIANCE

I/We declare and confirm that:

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

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

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

## 9. OTHER RISKS

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

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

#### **10. ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) MARGIN FINANCING DISCLAIMER**

- 10.1 The financing of any securities pursuant to any environmental, social and governance ("ESG") product by CGS MY does not imply or guarantee that any of these securities, Account, Transactions and the Transactional Services with respect to the ESG Margin Financing Facility including all the documents and agreements executed, meets the ESG requirements or is ESG compliant. I/We recognize that CGS MY's decision to finance any ESG Securities is not an endorsement of their ESG credentials or compliance with ESG standards.
- 10.2 I/We will not raise any claim, objection as to matters of ESG non-compliance in respect of or otherwise in relation to the Securities, Transaction and the Transaction Services, and none of the parties' obligations under the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgement of any court, tribunal or other body that the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto are not compliant with ESG requirements or ESG standard



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

**CGS MY's General Terms and Conditions – Islamic Broking and Risk Disclosure Statement**

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

**Part A : Definitions**

**1. Definitions**

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

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

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

"Affiliates" means a related corporation (as defined in the Companies Act 2016) of CGS MY;

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

"Base Currency" means Ringgit Malaysia;

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

"Bursa Clearing" means Bursa Malaysia Securities Clearing Sdn. Bhd. and includes its successors in title; "Bursa Depository" means Bursa Malaysia Depository Sdn. Bhd. and includes its successors in title; "Bursa Securities" means Bursa Malaysia Securities Berhad and includes its successors in title;

"CDS Account" means a central depository system securities account established by Bursa Depository for a depositor pursuant to the SICDA and in accordance with the Rules of the Bursa Depository;

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

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

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

"Dealer's Representative" means a holder of a capital markets services representative's licence who is authorised to carry on regulated activities pursuant to Section 76(6)(c)(ii) of the CMSA;

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

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

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

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

"Event of Default" means (a) where the Client is an individual, the death or bankruptcy of the Client or the Client petitioning for a voluntary arrangement under the Insolvency Act 1967 (or any revision or supplement thereto) or the Client becoming of unsound mind; or (b) where the Client is a corporation, the Client convening a meeting of its/his/her creditors or the making of a proposal for a voluntary arrangement or the making of a proposal for any other composition, scheme of arrangement with (or assignments for the benefit of) its/his/her creditors or the Client being unable to pay its/his/her debts within the meaning of the Companies Act 2016 or the appointment of a trustee, receiver, judicial manager or similar officer in respect of all or any part of the business or assets of the Client or the presentation of a petition or the convening of a meeting for the purposes of considering a resolution or other steps being taken for the winding-up of the Client or for the making of an administration order or the transfer or disposal of the whole or any part of the undertaking, business or asset, or a material adverse change in the Client's financial position, business or affairs which in CGS MY's opinion, may affect the Client's ability to perform its/his/her obligations hereunder and/or in respect of the Transaction or Transactional Services, any financing, mortgage or agreement; or (c) any representations or warranties made by the Client being or becoming incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated; or (d) the Client defaulting or failing, or admitting to CGS MY its/his/her inability to, or its/his/her intention not to, perform any of its/his/her obligations hereunder and/or in respect of the Transaction, Transactional Services, any financing, mortgage or agreement or any indebtedness becomes enforceable; or (e) any of the assets of the Client being transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any legislation regulating securities or seized, nationalised, expropriated or compulsorily acquired by any government or agency; or (f) the Client failing to perform any other of its/his/her obligations hereunder and/or in respect of the Transaction, Transactional Services, any financing, mortgage or agreement and (if capable of remedy) such failure is not remedied within such time period as may be specified by CGS MY at its absolute and unfettered discretion whether in writing or otherwise; or (g) the Client is being reported as delinquent by a member company of Bursa Securities; or (h) any legal proceedings, suits, actions, litigation, arbitration or administrative proceedings are commenced or threatened against the Client and which, in the opinion of CGS MY, will affect the Client's ability to observe or perform the obligations hereunder and/or in respect of the Transaction, Transactional Services, any financing, mortgage or agreement, and the reference of "Client" under this "Event of Default" shall be deemed to include the Security Provider.

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

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

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

"Financing Indebtedness" means all sums owing by the Client to CGS MY under or in connection with an Islamic Margin Financing Facility, including but not limited to principal, profits, commission, costs and expenses;

**"Foreign Agents"** has the meaning ascribed to it in Clause 55.1(a);

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

**"Foreign Securities"** means Securities that are listed on a securities exchange outside of Malaysia and are not traded on Bursa Securities; **"Foreign Transactions"** has the meaning ascribed to it in Clause 55.1;

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

**"Islamic Margin Account"** means any Islamic margin account of the Client maintained with CGS MY in respect of the Islamic Margin Financing Facility;

**"Islamic Margin Financing Facility"** means an Islamic margin financing facility granted by CGS MY to the Client for the purposes of extending financing to the Client to undertake Transactions in Securities;

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

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

**"Licensed Financial Institution"** means a financial institution licensed by BNM under the Financial Services Act 2013 (FSA) or the Islamic Financial Services Act 2013 (IFSA) or any successor legislation;

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

**"Margin"** means the financing-to-collateral margin that CGS MY may require in connection with any Islamic Margin Financing Facility (stated as a percentage of the Financing Indebtedness owing under such Transactional Services) or that which the Malaysian Rules may otherwise require from time to time;

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

**"MOD Securities"** has the meaning ascribed to it in Clause 33.1(a);

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

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

**"Proprietary Activities"** means dealings in Securities undertaken by CGS MY for its own benefit;

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

**"Sales Proceeds"** means proceeds arising from any Transaction;

**"Secured Indebtedness"** means all sums that may from time to time become due to CGS MY or any other party appointed by CGS MY, including all fees, commissions, brokerage charges, principal, profit, costs (including legal costs on a solicitor and client basis), expenses, Late Payment Charges and other amounts owing to CGS MY, arising under or in respect of (i) any of the Transactional Services or the Transactions, or (ii) the performance or non-performance of any of the Client's obligations to CGS MY, whether under these terms and conditions or otherwise, including but not limited to other moneys payable by the Client or the Security Provider to CGS MY whether by way of indemnification or pursuant to any of the security documents or otherwise (including legal and other fees on a full indemnity basis and any costs, charges, fines, penalties and expenses whatsoever (the "**Costs**") incurred by CGS MY or imposed on CGS MY by Bursa Securities or any other stock exchange resulting from, arising out of or in connection with transactions in securities of the Client, in particular the Costs relating to buying-in and selling-out of securities) or incurred by CGS MY in relation to the Client and all other moneys secured;

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

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

**"Securities Commission"** means the Securities Commission Malaysia; **"Security Information"** has the meaning ascribed to it in Clause 64.1;

**"Security Provider"** means any party (including but not limited to the Client) providing any security, guarantee and/or assurance to CGS MY in respect of the Transaction or Transactional Services;

**"SICDA"** means Securities Industry (Central Depositories) Act 1991 including all rules made thereunder, any amendments, modifications and re-enactments thereof in force as may be made at any time and from time to time;

**"Shariah"** means Islamic law which includes the written statements of opinion of CGS MY's authorised Shariah advisor (making statements in that capacity), the rulings of the Shariah Advisory Councils of BNM and Securities Commission and other relevant authorities on Shariah matters relating to Islamic banking and finance in any particular jurisdiction;

**"these terms and conditions"** means these terms and conditions as supplemented, modified or amended from time to time; **"Traded Currency"** has the meaning ascribed to it in Clause 17.2;

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

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

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

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

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

- 1.2 Words importing only the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine and neuter genders and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in these terms and conditions are inserted for ease of reference and do not affect their interpretation. References to any statute, legislation, law, rules, regulations, guidelines, practices, notices or directives include any modification, re-enactment or amendments, practice notes and new guidelines issued pursuant thereto and any subordinate legislation (as the case may be) enacted from time to time under it or them. A reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits. Any liberty or power which may be exercised or any determination which may be made under these terms and conditions by CGS MY may be exercised or made in its absolute discretion without any obligation to give any reason therefor.

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

### **2. Opening of Account**

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

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

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

### **4. Late Payment Charges**

- 4.1 Except as otherwise provided in these terms and conditions, the Client agrees to pay Late Payment Charges on all sums due to CGS MY at such rate as described in Schedule 1 as may be prescribed by CGS MY from time to time depending on the currency involved, for all outstanding sums due from the due date to the date of full payment as well as before any demand or judgment.
- 4.2 Notwithstanding the amount of late payment charges, it is expressly acknowledged and agreed that the aggregate amount of such *ta'widh* (compensation) and *gharamah* (penalty) shall not be further compounded on the overdue amount.

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

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

### **6. Continuing Security**

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

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

## 7. Exclusions

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

## 8. Limitation of Liability

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

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

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

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

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

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

8.5 Notwithstanding these terms and conditions, CGS MY shall be entitled in its absolute discretion at any time and without prejudice to its rights or security to:

- (a) impose a price cap (fixed price) or value on any Securities at any time;
- (b) vary its valuation of the Collaterals;
- (c) restrict/reject the purchase/sale of any particular Securities (including Shariah-compliant Securities) or number of such Securities that may be purchased/sold;
- (d) vary, review or modify the Account, the Transactions or the Transactional Services; and
- (e) impose any minimum time frames or procedures as may be reasonably necessary or expedient to protect any transaction relating to the Account, the Transactions or the Transactional Services.

## 9. Client's Successor

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

## 10. Terms to Govern Once Any Facility is Used

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

## 11. Proprietary Trading

11.1 CGS MY or its Affiliates may from time to time deal in Securities with or for the Client in circumstances where CGS MY or its Affiliates has a direct or indirect interest or a

relationship of any description with a third party that may involve or result in a Conflict of Interest with the Client.

- 11.2 Neither CGS MY nor its Affiliates shall be liable to account to the Client for any profit, commission or other benefits made or received by it or for any loss, damage or expenses incurred by the Client in relation to such circumstances.
- 11.3 Where CGS MY acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), CGS MY will inform the Client that it acts as principal in the Transaction before the Transaction is effected.
- 11.4 Except as expressly stated in this Clause 11, neither CGS MY nor its Affiliates is obliged to disclose any information connected with or relating to a Conflict of Interest situation to the Client at any time.

## 12. Acknowledgement of Risks

- 12.1 The Client acknowledges that trading in Securities, and any other Investment Products and/or Services, is subject to investment and market risks, including the possible loss of the entire principal amount invested. The Client acknowledges and agrees that it/he/she understands and is fully aware of the risks involved in trading in Securities and other Investment Products and/or Services, and will not hold CGS MY liable for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity, or failure to make a profit, suffered or incurred by the Client as a result of or in connection with such Transactions or investments.
- 12.2 In addition to Clause 12.1 above, and as set out in the risk disclosure statement to be signed by the Client before the provision of any Investment Products and/or Services by CGS MY, the Client acknowledges that it/he/she understands the nature of the Investment Products and/or Services and the extent of its/his/her exposure to risk and has considered the appropriateness and suitability of trading and investing in light of its/his/her experience, objectives, and financial and other relevant circumstances.

## 13. Disclaimers relating to Information and Advice

- 13.1 Without prejudice to any other provision of these terms and conditions, the recommendation or advice the Client may receive from any of CGS MY's duly authorised employees, representatives or officers may be general or specific and the Client understands and notes the different implications of each type of advice received.
- 13.2 In relation to any information relating to the Securities or any other Investment Products and/or Services provided by CGS MY to the Client that is general and non-specific in nature (the "General Information"), the Client acknowledges and agrees that:
- (a) the General Information is meant for the Client's general knowledge only;
  - (b) in providing the General Information, CGS MY:
    - (1) has not taken into account the Client's investment objectives, financial situation and particular needs;
    - (2) does not make any recommendations to the Client in respect of any Securities, and any other Investment Products and/or Services;
  - (c) it is the Client's responsibility to seek independent financial, legal or other professional advice with respect to any dealing in any Securities, or any other Investment Products and/or Services;
  - (d) any dealings in Securities or other Investment Products and/or Services are solely and exclusively based on the Client's own judgement and after the Client's own independent evaluation into the merits and risks in relation to such dealings or investments;
  - (e) the General Information although based upon information obtained from sources believed by CGS MY to be reliable, are opinions only, and may be inaccurate, incomplete and unverified; and
  - (f) CGS MY makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of, or the Client's reliance upon, the General Information. In the circumstances, the Client acknowledges and agrees that CGS MY is not responsible for and liable to the Client for any loss that it/he/she may suffer by reason of or arising out of or in connection with the provision of the General Information by CGS MY to him.
- 13.3 The Client understands and acknowledges that any trading recommendations and market or other information communicated by CGS MY to the Client are incidental to the provision of services by CGS MY to the Client under these terms and conditions, and do not constitute an invitation or offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchange. Such recommendations and information although based upon information obtained from sources believed by CGS MY to be reliable, may be incomplete, may not have been verified and may be changed without notice to the Client. No representation, warranty or guarantee is made by CGS MY as to the accuracy or completeness of any market or other information or trading recommendations furnished to the Client or as to the tax consequences of the Client's transactions.

## 14. Fees and Charges

- 14.1 CGS MY may in its absolute discretion charge a service fee for the maintenance of an Account and debit the same to such Account. CGS MY may at any time set-off any monies and/or Securities in the Account against such service fee in accordance with these terms and conditions. In the event that there are no monies or Securities in such Account, CGS MY may, notwithstanding anything in Clause 80, terminate such Account without giving notice to the Client.
- 14.2 The Client agrees to pay CGS MY, in respect of the provision of the Transactional Services, such fees, commissions, brokerage charges and other charges at such rates as may be determined by CGS MY from time to time, as well as all expenses incurred by CGS MY or its agents with respect to the Transactional Services.
- 14.3 CGS MY shall be entitled to convert any sum received by it (whether for credit into the Account or in payment of any sum due to CGS MY) to the currency of the Account or (as the case may be) the currency in which payment is to be made, at a rate of exchange determined by CGS MY. CGS MY shall also be entitled to convert any amounts in the Account or otherwise standing to the Client's credit to any other currency for the purpose of carrying out its/his/her instructions or exercising CGS MY's rights under these terms and conditions. The Client agrees that any exchange rate losses and costs of conversion shall be fully borne by him.
- 14.4 Any applicable taxes, stamp duty or levies imposed by law or required to be paid in respect of any monies payable to or received or receivable by CGS MY or any expenses incurred by CGS MY, shall, except to the extent prohibited by law, be borne and paid by the Client and CGS MY shall be entitled to debit the Account for the amount of such taxes and levies.
- 14.5 The Client acknowledges that from time to time, CGS MY may receive commissions, discounts, fees or otherwise in connection with or in relation to the issue of Securities to or for the Client or other dealings in respect of or relating to any Securities or Investment Products and/or Services for the Client. The Client agrees that CGS MY may retain for the benefit of CGS MY and without any obligation to account to the Client any commission, discounts, fees, or other monies which CGS MY may receive from any providers of Investment Products and/or Services or other persons in connection with or in relation to the holdings, subscription, switching, transfer or redemption of Securities or Investment Products and/or Services or other transactions done or carried out by the Client with or through CGS MY or any other dealings in respect of the Securities or Investment Products and/or Services.

## 15. Payment/Receipt of Monies

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



finally received by CGS MY.

- 15.2 Dealer's Representatives are not authorised to collect payment or to handle Securities on behalf of CGS MY. The Client acknowledges that if the Client chooses to effect payment or to deposit Securities by delivering a cheque or Securities to its/his/her Dealer's Representative, such Dealer's Representative shall be deemed to be the Client's agent. Any payment or deposit of the Securities shall be deemed to be made only when CGS MY receives the cheque or Securities from the Dealer's Representative and not when the cheque or Securities are delivered to the Dealer's Representative.
- 15.3 The Client agrees and irrevocably consents that in the event:
- (a) payments are made prior to the date for settlement of purchase contracts;
  - (b) CGS MY receives monies from, or on account of, the Client for the purchase of or holding of Securities, or the maintenance of any Account by the Client;
  - (c) CGS MY receives monies for the Account of the Client in respect of a sale of Securities;
  - (d) CGS MY receives monies from, or on account of, the Client for the purposes of managing the Client's funds via Trust Account; or
  - (e) CGS MY receives monies from, or on account of, the Client in the course of CGS MY's business,

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

- 15.4 The Client acknowledges and agrees that CGS MY may retain, for the benefit of CGS MY and without any obligation to account to the Client, any return or hibah CGS MY receives from the Client's monies deposited in the Trust Account (the "**Client's Monies**"). The Client further consents to CGS MY withdrawing the Client's Monies and any return or hibah received on the Client's Monies from the Trust Account. CGS MY may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by CGS MY in maintaining the Trust Account, pay any return or hibah received on the Client's Monies to the Client as hibah. The Client agrees and acknowledges that any return or hibah paid by CGS MY to the Client may be less than that received by CGS MY.
- 15.5 All Securities delivered or to be delivered to CGS MY from time to time for custody must be in the required or regular form in board lots and/or odd lots (as the case may be) in good delivery order.

## 16. Payment by CGS MY

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

## 17. Foreign Exchange Risks

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

## 18. Agents

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

## 19. Dealer's Representatives

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

## Part C : Trading in Securities

### 20. Instructions and Orders

- 20.1 CGS MY shall be entitled to buy and sell Securities for or deal with monies in the Account or perform any other transaction or order relating to the Account upon the verbal or written instructions (including via e-mail), of the Client or any Authorised Person, but CGS MY shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving a reason for such refusal. In the case where CGS MY does so give effect to any instruction or order, CGS MY reserves the right to unilaterally cancel any transaction or recall any order prior to it being executed without providing or assigning any reason therefor.
- 20.2 Unless the Client specifically requests and such request is accepted by CGS MY, any orders relating to Securities given by the Client are good only for the Market Day of the Exchange in which such order is given and shall thereafter lapse at the end of such Market Day.
- 20.3 The Client shall be solely responsible and liable for the actions or instructions of any Authorised Person(s). CGS MY shall not be concerned as to whether an Authorised Person has been given the proper authority by the Client to act on its/his/her behalf. For the avoidance of doubt, CGS MY shall not be obliged to verify with the Client or any other person the instructions given by the Authorised Person(s) purportedly on behalf of the Client.
- 20.4 The Client acknowledges and accepts that when placing orders for Securities, there will be times when a quoted price will change prior to the trade's execution due to market circumstances and that not all orders will be executed in chronological sequence with the order being placed. In such circumstances, the Client agrees to release CGS MY from any liability arising therefrom.
- 20.5 While CGS MY shall make reasonable efforts to ensure that the product information, pricing and rates on the Website are accurate, correct and current, there may be instances where inaccurate, incorrect or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is inaccurate, incorrect or incomplete, CGS MY shall have the right at its sole and absolute discretion, to refuse, avoid, nullify and/or cancel any orders placed or Transactions effected in the Account and any

consequential transaction effected due to or arising from the inaccurate, incorrect or incomplete information. CGS MY expressly disclaims liability for any losses incurred due to such errors, inaccuracy, misstatements or omissions.

## **21. Counterparty Risks**

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

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

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

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

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

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

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

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

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

## **25. General Right to Force Sell and Buy-In**

25.1 The Client understands that if it/he/she does not:

- (a) pay for any Securities which it/he/she purchases by the due date of the purchase contracts; or
- (b) act on the margin call notice to regularise the margin of financing to the approved level,

CGS MY shall have the right to force sell any or all of these Securities at any time after such due date and at such time as it may in its absolute discretion decide. CGS MY may (without prejudice to its rights under these terms and conditions), but need not, exercise this right on any day after the day on which the right to force sell first arose.

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

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

## **Part D : Nominee Services**

### **26. Appointment of CGS MY as Nominee**

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

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

### **27. Sub-Custodians and Agents**

27.1 Client agrees that CGS MY is authorised at all times:

- (a) at the cost and expense of the Client, where the Securities are held in Malaysia, to maintain the Securities in a nominee account in accordance with Rules of Bursa Depository;
- (b) where the Securities are to be held outside Malaysia or denominated in foreign currency, to maintain the Securities with a sub agent or a custody account held with a custodian outside Malaysia which is licensed, registered or authorised to act as a custodian in the country or territory where the Securities are registered, traded or listed;
- (c) to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians referred to in this Clause 27 on such terms and conditions as may be imposed by any applicable laws, including the CMSA, and by such persons which CGS MY may deem fit, for any of the Securities;
- (d) to permit such persons to sub-delegate and to register such Securities in the name of any of their nominees upon such terms and conditions as CGS MY may in its absolute discretion stipulate;
- (e) to delegate to any other person, whether affiliated to CGS MY or otherwise, and whether in or outside Malaysia, for any period whatsoever, the performance of the

Transactional Services as well as the exercise of CGS MY's powers set out in these terms and conditions; and

(f) notwithstanding Part K of the Account Application Form, to credit proceeds arising from corporate actions to Client's Trust Account.

## 28. No Obligations

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

## 29. Powers of CGS MY

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

## 30. Rights, Warrants and Other Entitlements

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

## 31. Proxy

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

## Part E : Securitised Trading Account and Memorandum of Deposit

### 32. Securitised Trading Account

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

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

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

follows:-

- (a) the Client hereby pledges, mortgages, or charges (as appropriate) to CGS MY or in CGS MY's favour all the Securities held from time to time in the Client's Account which have been fully paid for, in the Client's CDS Account and/or any nominee/custody account of which the Client is the beneficiary (the "**MOD Securities**");
- (b) the Client confirms that the Client is the legal and beneficial owner of the MOD Securities and that the Client is entitled to pledge, mortgage or charge (as appropriate) the MOD Securities in favour of CGS MY;
- (c) the security interests over the MOD Securities will be a continuing security to CGS MY for the Secured Indebtedness and Clause 6 above shall be deemed incorporated herein;
- (d) in the event any amount in connection with the securitised Trading Account remains outstanding for more than ten (10) days (the "**Outstanding Amount**") and where written notice of the Outstanding Amount has been given to the Client, CGS MY may at its sole discretion and at any time thereafter, without giving the Client any further notice, sell the MOD Securities to settle the Outstanding Amount and any sale proceeds in excess of the Outstanding Amount will be credited to the Account;
- (e) the MOD Securities may be:-
  - (i) registered by CGS MY in its name or in the name of its nominees;
  - (ii) held in scripless form in CDS Accounts in the Client's name or CGS MY's name; or
  - (iii) held in CGS MY's nominees' pledged account with the Client as the sole beneficiary;
- (f) the Client will keep CGS MY or its nominees indemnified against:-
  - (i) all claims, demands, liabilities, costs and expenses for which CGS MY or CGS MY's nominees may be liable; and
  - (ii) all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against CGS MY or its nominees,which may be incurred, or which may arise directly or indirectly by reason of the registration of the MOD Securities in the name of CGS MY or the appointment of CGS MY's nominees as the Client's nominee or by any act or omission in relation thereto;
- (g) neither CGS MY nor its nominees will be answerable or responsible for the loss of or damage to or diminution in value of any of the MOD Securities, however arising, while the same are in the custody, possession or control of CGS MY or its nominees;
- (h) while the MOD Securities are in the custody, possession or control of CGS MY or its nominees, CGS MY or its nominees will use all reasonable efforts to ensure that any rights issue, bonus or dividends ("**Corporate Actions**") declared in respect of the MOD Securities, are subscribed to, or received or collected by CGS MY or its nominees subject to the instructions of the Client. All costs, charges and/or expenses incurred by CGS MY in respect of the Corporate Actions will be debited from the Client's Trading Account;
- (i) the Client will, immediately upon CGS MY's request and at its/his/her own cost and expense, deliver to CGS MY duly executed forms or other valid documents of transfer in respect of any or all of said Securities and/or deposit further Securities as may be required by CGS MY;
- (j) the Client hereby acknowledges that CGS MY will not be liable for any loss or damage incurred or suffered in relation to the deposited MOD Securities or the documents evidencing title or ownership of the deposited MOD Securities (where applicable) under any Account, unless such loss or damage is due to CGS MY's gross negligence or wilful default. In respect of such loss or damage due to gross negligence or wilful default, CGS MY will only be liable for the incidental replacement costs which are limited to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only, and CGS MY is not obliged to repurchase the securities for the Client on the Bursa Securities or any other stock exchanges. The replacement documents evidencing title or ownership of the MOD Securities will be returned to the Client upon CGS MY receiving of the same from the share registrar;
- (k) the Client hereby authorises CGS MY, in the event of the sale of the MOD Securities, to deliver the same to the purchaser or the legal representative and to credit the proceeds of sales to the Client's Account with CGS MY to settle any part of the Secured Indebtedness;
- (l) the MOD Securities and any cash deposited by the Client with CGS MY will at all times remain the Client's assets and property and will not cease to be the Client's assets and property by reason of the liquidation, receivership, judicial management, winding up of CGS MY or any other proceedings related to the insolvency of CGS MY; and
- (m) every notice, demand, certificate or other communication given or made by CGS MY to the Client will be deemed to be given and received if sent to the Client pursuant to Clause 56.3 below and CGS MY will not be responsible if any notice, demand, certificate or other communication is not received by the Client.

#### **Part F : Islamic Margin Financing Facility**

##### **34. Islamic Margin Financing Facility**

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

##### **35. Margin Collateral for Islamic Margin Financing Facility**

- 35.1 Without prejudice to any other provision of these terms and conditions requiring the creation of security over the Eligible Collateral, the Client shall at CGS MY's request execute such assignments, charges, mortgages, margin security agreements, powers of attorney or other security documents in such form as CGS MY may require from time to time to ensure that CGS MY shall have a first and paramount security interest over all the Eligible Collateral to secure the Financing Indebtedness.
- 35.2 The Client undertakes to ensure in respect of each Islamic Margin Financing Facility granted to it/him/her that the value of the Eligible Collateral earmarked for such Islamic Margin Financing Facility (the "**Eligible Collateral Value**") shall at all times exceed the aggregate of the applicable Financing Indebtedness by the Margin. The Eligible Collateral Value shall, unless otherwise required by CGS MY in its absolute discretion or under the Malaysia Rules, be determined as follows:
  - (a) Securities: the value shall be based on such percentage, or price and/or quantity cap, as may be determined by CGS MY in its sole and absolute discretion, based on the last traded price of the Securities on the preceding market day, provided that where any such Securities cease to be quoted or traded or are suspended from trading on

the relevant Exchange (other than a temporary suspension for purposes of a pending announcement, which does not exceed three (3) market days or such other period as CGS MY may in its discretion decide), then the value of such Securities will be deemed to be zero;

- (b) Cash:
  - (i) in the case of cash or a fixed deposit certificate denominated in the Base Currency, its face value;
  - (ii) in the case of cash or a fixed deposit certificate denominated in a currency other than the Base Currency, the value will be calculated on the basis of a discount to the prevailing market exchange rate as CGS MY may determine in its absolute discretion.
- (c) Securities which the Client has become entitled to by reason of any corporate actions but which have not yet been credited to the Client's Account: the value will be the last traded price of the Securities on the preceding market day; and
- (d) all other types of Eligible Collateral: the value shall be zero.

35.3 If any of the Eligible Collateral is denominated in a currency other than the Base Currency, the Eligible Collateral Value will be converted to the Base Currency at such rate of exchange as may be reasonably quoted by other commercial banks or financial institutions in Malaysia.

35.4 Without prejudice to any other rights CGS MY has under these terms and conditions, if at any time CGS MY determines that any Securities constituting Collateral or held in the Islamic Margin Account are subject to any of the following circumstances:

- (a) unusually rapid or volatile changes in value;
- (b) the non-existence of an active market for such Securities;
- (c) suspension from trading on the relevant Exchange;
- (d) there is no possibility of immediate or prompt liquidation or realisation of such Securities within a period acceptable to CGS MY;
- (e) the existence of unusual market conditions;
- (f) no longer meet the special conditions as stipulated by CGS MY;
- (g) no longer accepted or meets the criteria set by CGS MY as Eligible Collateral;
- (h) any circumstances exist which in CGS MY's view make it difficult to ascertain the proper value of any Securities,

then CGS MY may in its discretion increase the Margin and/or impose haircuts on the value of any such Securities, and the Client shall, within three (3) Market Days from the date of a written notice to the Client, provide CGS MY with further and other security acceptable to CGS MY by way of substituted or additional security, of such value as would be required to increase the equity in the Islamic Margin Account to a value which would not be less than the required Margin specified in such notice, such that the Margin is met.

35.5 For the purpose of determining the value of any Eligible Collateral provided, CGS MY may in its discretion (but shall not be obliged to) to appoint independent professional valuers acceptable to it as and when required by it, at the sole cost and expense of the Client, and the value determined by such valuer shall be final and conclusive and binding on the Client, but shall not be binding on CGS MY.

35.6 Without prejudice to the provisions of this Clause 35, CGS MY may in its discretion permit the Client to withdraw any cash or other assets provided by the Client as Eligible Collateral where the Eligible Collateral Value exceeds the Margin.

35.7 Upon CGS MY's demand, the Client shall immediately substitute any Eligible Collateral in the form of Securities specified by CGS MY, with cash or another form of Eligible Collateral acceptable to CGS MY in its absolute discretion.

#### **Part G : Day Trade Facility**

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

- (a) the outstanding purchase positions are settled against sale positions for the same Securities; and
- (b) the purchase and sale transactions are transacted on the same date and effected via phone or CGS MY iTrade internet orders or any other mode, are as stipulated in the relevant Malaysian Rules as may be varied or amended from time to time. The Client acknowledges and confirms that the Client has read and fully understood such relevant Malaysian Rules and their application to trading under a Day Trade Facility.

#### **Part H : Islamic Broking Services**

37. The Client confirms, acknowledges, authorises and agrees with CGS MY as follows:

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

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

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

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

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

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

- (a) purchases of Securities, applications for rights issues, payments of the exercise price for the conversion of warrants, options, or subscriptions for initial public offers, private placements, and over-the-counter instruments;

- (b) any charges, brokerage fees, clearing fees, registration fees, conversion fees, transfer fees, custody/nominee fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any Account;
  - (c) Late Payment Charges incurred on overdue purchases and/or trading losses;
  - (d) any bank charges; and
  - (e) any trading losses incurred by the Client.
- 38.4 The Client further irrevocably authorises CGS MY to apply monies in the Multi-Currency Trust Account towards the recovery of payments made to the Client in error (as evidenced by the records of CGS MY).
- 38.5 CGS MY may, where the Secured Indebtedness and the monies in the Multi-Currency Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as CGS MY may determine in its absolute discretion [having regard to the then prevailing foreign exchange rates between such currencies].
- 38.6 The Client shall give CGS MY at least two (2) Market Days' prior notice with respect to any proposed withdrawal from the Multi-Currency Trust Account.

## **Part J: Regular Savings Plan**

### **39. General**

- 39.1 The terms and conditions in this Part J, together with these terms and conditions, govern the provision of Investment Products made available under the Regular Savings Plan by CGS MY to the Client. In the event of any inconsistency between the provisions of this Part J and these terms and conditions, the provisions in this Part J shall prevail with respect to the Regular Savings Plan.
- 39.2 The services provided by CGS MY to the Client under this Part J will constitute Transactional Services.

### **40. Interpretation of Terms**

- 40.1 All capitalised terms which are not defined in this Part J shall have the same meaning as in these terms and conditions.
- 40.2 In this Part J:

"**Corporate Actions**" means any corporate event that may impact the price of the relevant Investment Product and include (but not limited to) conversion, sub-division, consolidation, pre-emption, take-over, rights to receive securities or a convertible certificate, and any entitlements arising these events.

"**Fractional Shares**" shall have the meaning provided in Part K of this terms and conditions.

"**Investment Amount**" means the amount designated by the Client in the Investment Instruction for the purchase of Investment Products on the Transaction Day, or any alternative amount that the Client may modify periodically.

"**Investment Instructions**" means the written and/or electronic instructions given by the Client to CGS MY from time to time in connection with the purchase of Investment Products on the Transaction Day.

"**Investment Products**" means shares, units in exchange traded funds, or any other products as specified by CGS MY from time to time made available by CGS MY to the Client under the Regular Savings Plan.

"**Regular Savings Plan**" means a savings plan offered by CGS MY, in which CGS MY will purchase Investment Products on an ongoing basis in accordance with the Investment Instructions.

"**Transaction Day**" means a predetermined day that falls on a daily, weekly, bi-weekly or monthly basis on which CGS MY will purchase Investment Products in accordance with the Investment Instructions. If a Transaction Day falls on a day that is not: (a) a Business Day; or (b) a day on which the relevant Exchange or market is open for business ("**Working Day**"), the Transaction Day will be adjusted to the next available Business Day or Working Day (as the case may be).

### **41. Authorisation of CGS MY**

- 41.1 The Client grants CGS MY the authority to execute the Investment Instructions related to the Regular Savings Plan and undertake all required actions in accordance with this Part J CGS MY may convert amounts in the Account, received or otherwise standing to the Client's credit to any other currency in accordance with these terms and conditions when executing Investment Instructions.

### **42. Investment Instructions**

- 42.1 When the Client chooses an Investment Product made available under the Regular Savings Plan, the Client is required to specify the following details in the Investment Instructions for each Investment Product selected: (a) the Investment Amount to be utilised by the Client to CGS MY; and (b) the applicable Transaction Day.
- 42.2 The Client acknowledges that investments into each Investment Product may need to meet certain investment requirements determined by CGS MY at its sole and absolute discretion, including a minimum initial Investment Amount or lot size.

### **43. Payment of Investment Products**

- 43.1 The Client shall be solely responsible for maintaining sufficient funds in the Account at all times to facilitate the successful execution of the Investment Instructions as well as for covering fees incurred and/or charged by CGS MY on its behalf for the provision of the services under this Part J. Such fees include commissions, brokerage charges, charges imposed by the relevant exchanges (such as clearing fees and other exchange-related fees) and agent fees at the prevailing rates determined by CGS MY.
- 43.2 The Client acknowledges that CGS MY will not carry out any Investment Instructions if there are inadequate funds in the Account to fully execute the Investment Instructions or cover payments due to CGS MY for providing the services under this Part J. For the avoidance of doubt, CGS MY will not partially execute any Investment Instructions.
- 43.3 The Client shall ensure that there are sufficient funds in the Account to cover the deduction of its Investment Amount as well as any other fees which may be incurred and/or charged by CGS MY on its behalf for the provision of the services under this Part J before withdrawing any excess funds from the Account. The Client shall be liable for any direct or indirect losses or damages incurred by CGS MY as a result of executing any trades in accordance with the Investment Instructions.

### **44. Purchase of Investment Products**

- 44.1 The trades executed pursuant to the Investment Instructions will be on a market order basis and will take place during standard market hours of the relevant Exchange. Alternatively, CGS MY reserves the right to designate different market hours at its sole and absolute discretion.

- 44.2 Generally, Investment Products purchased by the Client under the Regular Savings Plan shall be credited to the Account on a fractional basis. In circumstances where fractional purchase of any particular Investment Products is not possible, the Client will receive the nearest available lot size of those particular Investment Products rounded down and any such round down will be deemed to comply with the Investment Instructions in Clause 42.1.
- 44.3 For the avoidance of doubt, the terms and conditions set out in Part K shall be applicable in the case of any dealing related to Fractional Shares.
- 44.4 If the purchase of a particular Investment Product becomes suspended, any Investment Amounts designated for that Investment Product will cease to be assigned to the suspended Investment Product from the date of suspension. Further, any Investment Instructions intended for that suspended Investment Product will not be executed until the next Transaction Day following the cessation of the suspension.
- 44.5 If a suspension affecting a specific Investment Product occurs after the trade has been executed but prior to trade settlement, CGS MY will hold the funds to facilitate the trade settlement when the suspension on the Investment Product is lifted. During this suspension period, the Client will not be allowed to withdraw the funds. The Client acknowledges that the suspension period may extend beyond the standard timeframes.
- 44.6 CGS MY reserves the right to temporarily suspend the purchase of any Investment Products associated with corporations that have initiated Corporate Actions.
- 44.7 CGS MY will use reasonable efforts to execute the Client's trades in accordance with the Investment Instructions. The Client acknowledges that unforeseen circumstances or events beyond the control of CGS MY may impede the execution of these trades (such as the failure of any trading system). The Client understands and acknowledges, and agrees to assume this risk, and in such instances, CGS MY shall not be liable for any direct or indirect losses, damages, costs, charges or expenses resulting from any failure to execute the Client's trades.
- 45. Corporate Actions**
- 45.1 The Client agrees and acknowledges that the Client will not have the right to participate in any Corporate Actions, nor exercise any rights or powers in relation to any Corporate Actions arising from the ownership of Investment Product, unless otherwise agreed by CGS MY.
- 45.2 The Client expressly authorises CGS MY to participate in the Corporate Actions on its behalf and understands that the manner and timing of such actions will be at the sole and absolute discretion of CGS MY. The Client also acknowledges that certain types of Corporate Actions may result in a change in the quantity or valuation of Investment Products held in the Account. CGS MY is not obliged to forward any notices, proxies, communications, or other documents in respect of impending Corporate Actions that may affect the Investment Products held in the Account.
- 45.3 A list of such events, along with the actions that CGS MY will take on the Client's behalf in response to various Corporate Actions, is made available on CGS MY's website at <https://www.cgsi.com.my/up/corporateactions/>. CGS MY reserves the right to change the list from time to time at its sole and absolute discretion without notice.
- 45.4 Notwithstanding any other provision in these terms and conditions, the Client acknowledges that the Client will be entitled to the proceeds or benefits resulting from its entitlement from the Corporate Action events, which will be credited in the form of cash or shares into the Account by CGS MY.
- 46. Modification of Investment Instructions**
- 46.1 Subject to any such condition that CGS MY may prescribe at its sole and absolute discretion, the Client may from time to time change the Investment Instructions. Any such changes to the Investment Instructions may be made at any time by the Client prior to the start of the relevant Exchange's trading session on a Transaction Day. The Client acknowledges and accepts the risks associated with changing the Investment Instructions and CGS MY shall not be liable for any direct or indirect losses, damages, costs, charges or expenses arising from such change.
- 46.2 If, for any reason, CGS MY is unable to implement a change to the Investment Instructions within the specified timeframe, the revised Investment Instructions will be executed on the subsequent Transaction Day. The Client acknowledges and accepts the risks associated with changing the Investment Instructions and agrees that CGS MY shall not be liable for any direct or indirect losses, damages, costs, charges or expenses arising from any delay and/or failure for the execution of the Investment Instruction arising such change in Investment Instructions.
- 47. Occurrence of Events of Default**
- 47.1 The Client acknowledges that CGS MY shall have the right to take one or more of the actions described in Clause 47.2, at its sole and absolute discretion, upon the occurrence of any of the following events or circumstances:
- (a) the Client fails to observe the terms and conditions in this Part J;
  - (b) the Client becomes insolvent or bankrupt, makes any arrangement or composition with creditors, or CGS MY determines in good faith that the Client is unable to pay its debts; or
  - (c) CGS MY, in good faith, believes that its interests would be adversely affected if the provision of the services under this Part J to the Client is not suspended or terminated.
- 47.2 In the event of any occurrences set out in Clause 47.1, CGS MY shall have the right to take one or more of the following actions without giving prior notice to the Client:
- (a) suspend or terminate the services under this Part J;
  - (b) terminate its relationship with the Client and demand that the Client fully settles all amounts owed by the Client to CGS MY;
  - (c) liquidate all Investment Products held in the Account using any method CGS MY deems appropriate at its own discretion; and
  - (d) use the net proceeds from the sale (after deducting all costs and expenses related to such sale) to settle any outstanding sums owed by the Client to CGS MY or to a related corporation of CGS MY.
- 48. Non-Reliance on Selection of List of Investment Products and General Information Provided**
- 48.1 The Client agrees that the list of Investment Products provided by CGS MY does not in any way constitute the giving of investment or financial advice by CGS MY or the making of any recommendation or representation in respect of the same. The Client is deemed to have exercised its own judgment and made its own decision by selecting Investment Products from the list of Investment Products provided by CGS MY.
- 48.2 While providing the services under this Part J, CGS MY may publish and/or provide various articles or information related to trading and/or specific Investment Products to the Client. The Client agrees that any information provided in this manner does not, under any circumstances, constitute the giving of investment or financial advice from CGS MY or the making of any recommendation or representation regarding the same. The Client shall not rely on any information provided in this manner when making decisions related to the purchase of any Investment Products under the Regular Savings Plan.
- 48.3 CGS MY reserves the right to change the composition of the list of Investment Products from time to time at its sole and absolute discretion without notice.

**Part K : Fractional Shares Trading**

**49. General**

49.1 The terms and conditions in this Part K, together with these terms and conditions, govern the provisions of services by CGS MY to you in respect of the execution of orders ("**Fractional Shares Transactions**") to buy or sell a fraction of a Security or a non-whole board lot of Securities ("**Fractional Shares**") by CGS MY. In the event of any inconsistency between the provisions in this Part K and these terms and conditions, the provisions in this Part K shall prevail with respect to Fractional Shares Transactions.

49.2 The services provided by CGS MY to the Client under this Part K will constitute Transactional Services.

## 50. Interpretation of Terms

50.1 All capitalised terms which are not defined in this Part K shall have the same meaning as in these terms and conditions.

50.2 In this Part K,

"**board lot**" refers to a number of shares defined by an Exchange as a trading unit (e.g. the standard board lot size on Bursa is 100 for shares and 1 for units of an exchange traded fund ("**ETF**").

"**Corporate Actions**" means any corporate event that may impact the price of the relevant Investment Product and include (but not limited to) conversion, sub-division, consolidation, pre-emption, take-over, rights to receive securities or a convertible certificate, and any entitlements arising these events.

"**Security**" means a share or a unit in an ETF listed on an Exchange, or such other product as specified by CGS MY from time to time.

## 51. Execution of Orders for Fractional Shares

51.1 The Client acknowledges that the list of Securities eligible for Fractional Shares Transactions that CGS MY may accept and execute will be determined at CGS MY's sole and absolute discretion and may be subject to such additional conditions and restrictions as CGS MY may impose from time to time.

51.2 The Client acknowledges that the Client understands and is fully aware of the risks associated with entering into Fractional Shares Transactions. In particular, the Client understands that these risks would include risks associated with market volatility and liquidity.

51.3 The Client may place an order for Fractional Shares through the following order type (or such other order type (such as limit orders) that CGS MY may prescribe from time to time):

(a) **Market Order:** A "**Market Order**" means an order that prioritises execution over all factors. A Market Order will trade through the order book to match the specified quantity. If a Market Order is placed, the Market Order will be matched at the best possible price at the point of execution. Any unmatched quantity will be automatically cancelled by the trading system.

51.4 All Fractional Shares Transactions shall be cash settled, and CGS MY may convert amounts in the Account, received or otherwise standing to the Client's credit to any other currency in accordance with these terms and conditions when carrying out the Client's orders for Fractional Shares. The Client shall be solely responsible for maintaining sufficient funds in the Account at all times to facilitate the Fractional Shares Transactions.

51.5 CGS MY has the sole and absolute discretion to accept orders for Fractional Shares and is fully entitled to decline accepting or fulfilling any orders.

51.6 The Client acknowledges that when the Client chooses to place an order for Fractional Shares, the order may not be executed should such order: (a) not be filled or partially filled by the relevant Exchange(s) due to market conditions or otherwise; or (b) be subject to any restrictions imposed by the rules, customs, or practices of the relevant Exchange(s) and/or the relevant laws.

51.7 If, for any reason, any Security is no longer eligible for Fractional Shares Transactions, the Client will not be able to place any new orders for that Security. The list of Securities eligible for Fractional Shares Transactions during the official trading hours of the relevant Exchange or during extended-hours trading (that is, pre-market trading or after-hours trading) will be determined at CGS MY's sole and absolute discretion and may be subject to such additional conditions and restrictions as CGS MY may from time to time impose. During extended-hours trading, any orders placed by the Client may be queued for execution during regular trading hours trading and this may result in delays of the execution of such orders. The Client acknowledges that extended-hours trading poses certain risks (such as lower liquidity and price changes) and agrees that CGS MY shall not be responsible or liable for any direct or indirect losses incurred by the Client whatsoever as a result of or in connection with trades executed outside official trading hours.

51.8 When CGS MY accepts an order for Fractional Shares or executes a Fractional Shares Transaction for the Client on a particular Exchange or market, it may act as agent, principal, or a combination of both depending on the rules of the Exchange or the market. Unless otherwise notified by CGS MY, CGS MY will act as principal in a Fractional Shares Transaction at all times.

51.9 In executing a Fractional Shares Transaction, CGS MY may, at its sole and absolute discretion, place the order with an executing broker who will arrange for execution of the order on a particular Exchange or market. CGS MY shall not be responsible for the errors, omissions or insolvency on the part of such executing broker and cannot be made liable for any losses suffered (directly or indirectly) by the Client owing to such error, omission or insolvency of such executing broker.

51.10 In executing the Client's order, CGS MY or its executing broker may be subject to certain rules and regulations relating to how it executes the Client's order or transmits the Client's order for execution. The Client consents to the execution of the Client's orders in such circumstances and acknowledges that CGS MY will not be liable for any direct or indirect losses the Client may suffer as a result of the execution of the Client's orders in such circumstances.

## 52. No transfer of Fractional Shares

52.1 Unless specified otherwise in this Clause 52, the Client will not be permitted to transfer any Fractional Shares, or any Fractional Shares that can be combined to constitute whole board lot sizes, from the Account to an alternate account maintained by the Client with different custodians.

52.2 If the Client opts to close the Account, CGS MY may, at its sole and absolute discretion, allow the Client to transfer all of the Fractional Shares out of the Account in accordance with clause(s) 52.3 and 52.4.

52.3 To effect the transfer of Securities out of the Account, the Client must first liquidate all of its holdings of Fractional Shares (which cannot be combined to constitute whole board lot sizes) through CGS MY. Once all holdings of Fractional Shares have been successfully liquidated, the remaining shares in board lot can be transferred outward.

52.4 For avoidance of doubt, any transfer of board lot Securities out of the Account will be subject to terms and conditions imposed by CGS MY and any restrictions imposed by Malaysian Rules or Foreign Rules (as the case may be). This includes the right to charge the Client a fee for accepting and executing such instructions.

## 53. Custody of Fractional Shares

53.1 The Client agrees and acknowledges that any Fractional Shares purchased through CGS MY will be held in custody by CGS MY or CGS MY's agent or sub-custodian.

53.2 The Client acknowledges that, subject to Malaysian Rules or Foreign Rules, and the rules, customs or practices of the relevant Exchange(s), or of any custodians or depository agents having custody of the relevant Fractional Shares, the Client may be required to close any open positions and/or do such things as may be required under the aforesaid



rules, customs or practices of the relevant Exchange(s) in relation to the Fractional Shares held in the Account.

#### **54. Corporate Actions**

- 54.1 The Client agrees and acknowledges that the Client will not have the right to participate in any Corporate Actions, nor exercise any rights or powers in relation to any Corporate Actions arising from the ownership of Fractional Shares, unless otherwise agreed by CGS MY.
- 54.2 The Client expressly authorises CGS MY to participate in the Corporate Actions on its behalf and understands that the manner and timing of such actions will be at the sole and absolute discretion of CGS MY. The Client also acknowledges that certain types of Corporate Actions may result in a change in the quantity or valuation of Fractional Shares held in the Account. CGS MY is not obliged to forward any notices, proxies, communications, or other documents in respect of impending Corporate Actions that may affect the Fractional Shares held in the Account.
- 54.3 A list of such events, along with the actions that CGS MY will take on the Client's behalf in response to various Corporate Actions, is made available on CGS MY's website at <https://www.cgsi.com.my/up/corporateactions/>. CGS MY reserves the right to change the list from time to time at its sole and absolute discretion without notice.
- 54.4 Notwithstanding any other provisions in these terms and conditions, the Client acknowledges that the Client will be entitled to the proceeds or benefits resulting from its entitlement from the Corporate Action events, which will be credited in the form of cash or shares into the Account by CGS MY.

#### **Part L : Transactions on Foreign Exchanges**

##### **55. Use of Foreign Agents**

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

##### **56. Undertaking on Costs**

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

##### **57. Foreign Rules to Prevail**

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

#### **Part M : Electronic Communications**

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

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

##### **59. Use of Electronic Communications**

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

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

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

##### **61. Withdrawal of Electronic Communications**

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

#### **Part N : Online Services**

##### **62. Provision of Online Services**

- 62.1 Subject to the provisions of Part M of these terms and conditions, CGS MY will, at the Client's request, make the Online Services available to the Client. These Online Services are subject to these terms and conditions relating to their use.
- 62.2 CGS MY may, in its sole and absolute discretion, determine and vary the frequency, manner of use or availability of the Online Services from time to time. CGS MY may also

make changes to the Website(s) and the contents thereof from time to time. CGS MY shall only use reasonable endeavours to provide the Online Services. Any transmissions made by either the Client to CGS MY or CGS MY to the Client using the Online Services shall be on a "reasonable endeavours" basis and consequently, CGS MY shall be under no obligation to give effect to any such transmission and may refuse to carry out such transmission without giving a reason for such refusal.

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

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

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

62.5 The Client further agrees that:

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

62.6 In this Clause 62:

- (i) "**Link**" means any and all means by which one web page may permit its users/visitors to connect to or view another web page, including, by creating hypertext, logo or other graphical links or by "framing" the content of the other web page within the window or frame of a browser or other application.
- (ii) "**Visitors**" means any visitor, user, subscriber or viewer of the CGS MY iTrade Portal.
- (iii) "**Third Party Content**" means any other information or content provided by any party other than CGS MY on CGS MY iTrade.

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

### **63. Deposit and Charges**

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

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

### **64. Password and Security**

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

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

### **65. No Representation**

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

### **66. No Offer or Solicitation**

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

### **67. Provision and Publication of Information**

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

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

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

### **68. Disruption, Suspension and Termination of Services**

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

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

- (a) the failure or interruption of any telephone network, computer network or other system that is necessary for the use of the Online Services;
- (b) system maintenance or system upgrades; and
- (c) any other event or circumstance beyond the control of CGS MY, including but not limited to that referred to in Clause 71.

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

## **69. Confidentiality and Intellectual Property**

69.1 The Client agrees with and covenants to CGS MY that the Client shall not:

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

69.2 The Client:

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

## **Part O : Electronic Payment**

### **70. Electronic Payment**

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

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

70.3 CGS MY shall in its discretion be entitled at any time to:

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

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

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

## **Part P : Miscellaneous Provisions**

### **71. Force Majeure**

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

### **72. Service of Documents and Notices**

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

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

72.3 All notices, instructions and other communication given by letter, fax transmission or other electronic means (including e-mail and text messages sent through any short message

service or any messaging application including but not limited to Whatsapp) must be sent to or left at, in the case of CGS MY, the e-mail address, facsimile number or contact number of CGS MY or its officers, employees or agents, or the business address (in the case of letters) of CGS MY (as applicable) at the relevant time and in the case of the Client, the address, facsimile number or contact number (as applicable) stated in any agreements entered into between CGS MY and the Client or as notified in writing to CGS MY by the Client from time to time or vice versa. All such notices, instructions or other communications given by CGS MY to the Client as aforesaid will be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of delivery by fax transmission or electronic means, upon transmission. In addition, the Client hereby agree that margin call notice may be communicated to the Client by way of phone calls.

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

### 73. Waiver

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

### 74. Severability

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

### 75. Personal Data

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

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

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

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

(collectively, the "Purposes").

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

their personal data and information to CGS MY and hereby acknowledges and agrees that such personal data will/may be disclosed by CGS MY to the following third parties (whether located within or outside Malaysia) for one or more of the above Purposes and for the said third parties to subsequently process such personal data for one or more of the above Purposes:

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

75.4 If the Client or the Security Provider (or where applicable, any of the Client's or the Security Provider's next of kin, individual guarantors and dependents (where the Client or the Security Provider is an individual) and/or the Client's or the Security Provider's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client or the Security Provider is a corporation)) does not wish for CGS MY to use the submitted personal data or disclose the submitted personal data for any of the above Purposes, the Client may withdraw the consent at any time by written notice to CGS MY, pursuant to the Personal Data Protection Act 2010, however, depending on the circumstances and the nature/extent of the withdrawal, the withdrawal of consent may result in CGS MY's inability to provide the Client with the services and products and hence may result in the termination of the Client's relationship and/or Account(s) with CGS MY or other consequences of a legal nature which may arise by virtue of the Client's legal relationship with CGS MY.

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

75.6 The Client confirms that the Client has read, understood and agrees to be bound by CGS MY privacy notice (which is available at [itrade.cgsi.com.my](http://itrade.cgsi.com.my)) (the "Privacy Notice") including but not limited to the clauses in the Privacy Notice which relate to the processing of the Client's personal information. The Client agrees that the Privacy Notice will be deemed to be incorporated into these terms and conditions.

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

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

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

## 76. Disclosure of Information

76.1 The Client hereby expressly authorises and permits CGS MY and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Client's Account, including but not limited to information relating to any transaction or dealings between the Client and CGS MY (except that where such information contains personal data regulated by the Personal Data Protection Act 2010, such personal data shall be disclosed in accordance with Clause 75 above):

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

operations within CGS MY and/or any group in which CGS MY or any of its Affiliates is a member thereof, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;

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

76.2 As an Authorised Depository Agent of Bursa Depository, the Client recognises and acknowledges that CGS MY is irrevocably authorised:

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

For the avoidance of doubt, the authorisation in Clause 75.2(b) will remain in full force unless revoked by the Client in writing to CGS MY (with a copy of such revocation given to CGS MY),

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

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

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

## 77. Unclaimed Property

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

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

## 78. General Warranties, Representations and Undertakings

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

- (a) the Client and/or the Security Provider has the power and the capacity to enter into, execute, deliver and perform it/his/her obligations under these terms and conditions or a Transaction and such obligations are valid and binding on the Client and/or the Security Provider and are enforceable in accordance with their respective terms;
- (b) If the Client and/or the Security Provider is an individual, he/she is an individual of sound mind and full legal capacity, and he/she is not a bankrupt and there is no bankruptcy petition has been presented against him/her; or if the Client and/or the Security Provider is a body corporate, it is duly established and validly existing under the laws of Malaysia and has full power and authority to own assets and properties, including the Securities; and it is not wound-up and there is no winding-up petition has been presented against it and further, it has not taken any corporate action nor other steps has been taken or legal proceeding including a winding-up proceeding been commenced, instituted or threatened against it for its winding-up, dissolution, external administration or reorganisation (whether by voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a receiver, receiver and manager, liquidator, judicial manager, administrator, administrative receiver, conservator, custodian, trustee or such similar officer over it or all of its assets, revenues or properties, which in the case of any legal proceeding undertaken by a person other than the Client and/or the Security Provider, has not been discharged, suspended or set aside within the time prescribed by law; no moratorium has been declared over any of the Client and/or the Security Provider's indebtedness; and no demand under Section 466(1)(a) of the CA and no enquiry under Section 549 of the CA has been received by Client and/or the Security Provider;
- (c) The entry into, execution and delivery of these terms and conditions or a Transaction or a Transactional Service does not (i) require any consent or approval of any person which has not already been obtained; (ii) exceed the powers of the Client or the Security Provider; (iii) violate any applicable law or regulation or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over the Client; or (iv) result in the breach of or would constitute a default under any agreement to which the Client is a party or a surety, in particular under any agreement relating to any financing, mortgage, sukuk, deed or guarantee;

- (d) no Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Client entering into the agreement constituted by these terms and conditions or any security document or a Transaction or a Transactional Service;
  - (e) all the particulars and information given to CGS MY are accurate, true, correct and complete and shall remain accurate, true, correct and complete;
  - (f) the Client has not withheld and will not withhold any material fact or information from CGS MY and the Client shall furnish CGS MY promptly with such further additional and/or material change of information as CGS MY may require at any time or from time to time;
  - (g) the Client is not a citizen or resident of the United States of America, its territories, possessions and areas subject to its jurisdiction;
  - (h) the Client will notify CGS MY in writing immediately should there be any change in the particulars given in connection with these terms and conditions and any other agreements entered into between the Client and CGS MY, including but not limited to change in address, contact particulars and residency and tax status;
  - (i) the Client is the underlying principal for the Account and is acting for itself/himself/herself and not as nominee, custodian, trustee and/or for and on behalf of any other person and that no person other than itself/himself/herself has or will have any interest in the Account;
  - (j) the Client is the beneficial owner of the Securities and other Collateral placed or to be placed with CGS MY, its agents or nominees from time to time free and clear of all encumbrances or third party rights (except the security created in favour of CGS MY) and that such Securities are fully paid for;
  - (k) the Client has good title to the Securities and the Client can sell through CGS MY and undertake to promptly deliver to CGS MY documents of title in respect of Securities sold by the Client or on the Client's behalf;
  - (l) the use of the monies paid to CGS MY or used in the purchase of the Securities by the Client does not contravene any Malaysian Rules or Foreign Rules;
  - (m) the Client shall confirm the accuracy of all personal details and other particulars within fourteen (14) days of notice by CGS MY that the Client's Account has been first opened and in all other cases, promptly as and when requested by CGS MY;
  - (n) the Client shall cause to be filed and/or registered and/or lodged with any relevant authorities such statements of prescribed particulars, forms and/or other documents whatsoever as may be required under any applicable law;
  - (o) the Client shall ensure that every authorisation of or registration with governmental or public bodies or the courts required in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of any instrument creating security over Collateral (including these terms and conditions) has been obtained and is in full force and effect and there is no default in the observance of any condition imposed in connection therewith; and
  - (p) the Client is familiar with all relevant Malaysia Rules and Foreign Rules.
- 78.2 The Client authorises CGS MY to verify, in any manner with any third party, the information furnished herein or from time to time as CGS MY may deem fit. The Client also authorises CGS MY to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as CGS MY may deem fit, for any purposes which CGS MY may deem fit. Notwithstanding this Clause, the Client's representations, warranties and undertaking are given irrespective of whether CGS MY has carried out the aforesaid verification and/or checking, such verification and/or checking shall not be in any way affect the Client's representations, warranties and undertaking or prejudice any claim by CGS MY under the Client's representations, warranties and undertaking.
- 79. Indemnity**
- 79.1 The Client undertakes to fully and effectively indemnify CGS MY and its Affiliates, and keep CGS MY and its Affiliates, indemnified and hold harmless from and against and in respect of all liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by CGS MY and/or its Affiliates directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the Transactional Services, the use of the Electronic Payment for Shares Service by the Client, the use of the Online Services or the breach of these terms and conditions on the part of the Client or its Authorised Person or any third party rights, including but not limited to any infringement of intellectual property rights and the Client shall pay and reimburse the same to CGS MY on demand at any time or from time to time.
- 80. Termination**
- 80.1 The Transactional Services may be terminated:
- (a) for any reason whatsoever by the Client and/or CGS MY giving seven (7) Market Days' notice in writing;
  - (b) if the proceeds from force selling is insufficient and the Client failed to act to regularise the margin of financing to the approved level pursuant to the margin call notice;  
or
  - (c) by CGS MY immediately upon the occurrence of an Event of Default.
- 80.2 Upon termination of the Transactional Services as set out in Clause 80.1, CGS MY is authorised to deliver as soon as is practicable thereafter any Securities held by it to the Client or the Client's successors in title after payment/repayment of all Secured Indebtedness, including but not limited to CGS MY's outstanding fees and expenses, if any. Such notice to terminate the Transactional Services shall not be a waiver of any or all accrued obligations of each Party in respect of the Account and these accrued obligations shall continue to be governed by these terms and conditions until such obligations are fully performed.
- 80.3 The termination of the Transactional Services shall not prejudice, impair or otherwise adversely affect any of CGS MY's rights over any Collateral or the payment/repayment of any or all outstanding obligations of the Client until such time as all the Secured Indebtedness are discharged and paid in full.
- 80.4 Upon or at any time after the termination of the Transactional Services, provided that all Secured Indebtedness owed to CGS MY by the Client shall have been discharged and paid in full and CGS MY shall have executed a full and proper acknowledgement and discharge in respect thereof, CGS MY shall transfer the Collateral and all other Securities which are then held by CGS MY or such person as per the Client's written instruction. In the absence of such notification by the Client to CGS MY or upon the expiry of the notice to terminate the Transactional Services, CGS MY is authorised to despatch the same to the Client at the Client's risk and expense to the address of the Client by registered post or in the case of book-entry securities, CGS MY shall be entitled to transfer such securities to any account of the Client with the applicable central depository or custodian. Upon such posting and/or transfer, CGS MY shall have no further liability for the delivery and/or transfer of such Collateral and other Securities.
- 80.5 Without prejudice to any other rights or remedies which CGS MY may have at law or in equity or under these terms and conditions, upon termination of the Transactional Services CGS MY shall be entitled to:
- (a) sell any or all Securities held or carried for the Client or purchase any or all Securities held or carried as a short position from the Client or any third party at the Client's cost; and
  - (b) exercise all rights over and in respect of any other Collateral including but not limited to selling any or all of the non-cash Collateral in such manner and at such times as CGS MY deems fit with only such notice which is required by applicable law and which cannot be waived, and the sale of such Collateral to CGS MY or any of its Affiliates, will transfer the title to ownership of such Collateral free from any claim or right of any kind, including any equity interest of the Client, such right and equity being hereby expressly waived and released.
- 80.6 Notwithstanding anything contained in Clause 72, service of notice of termination by the Client to CGS MY shall be effective only upon actual receipt thereof by CGS MY.

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

80.8 After the termination of the Transactional Services, CGS MY shall close the Account at such time that it deems appropriate.

#### **81. Electronic Records of Contract Notes, Invoices and Statement of Account**

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

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

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

81.4 The Client acknowledges and agrees that any information transmitted electronically to the Client cannot be guaranteed to be secure or virus or error free and consequently such information could be intercepted, corrupted, lost, stolen, destroyed, delayed or incomplete or otherwise be adversely affected or unsafe to use. CGS MY shall not be liable to the Client in respect of any error, omission, theft or loss of confidentiality arising from or in connection with the electronic communication of information to the Client. As such, the Client shall be responsible for protecting its/his/her own systems and interests in relation to electronic communications.

81.5 CGS MY will provide the Client with a system generated trade statement of each transaction effected in relation to the Client's Account, and such statement shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement, the Client shall do so in writing within the time period as stated in the statement, otherwise the Client shall be deemed to have accepted the contents thereof. A statement by any of the CGS MY's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.

#### **82. Electronic Records and Admissibility**

82.1 The Client agrees to the admission of electronic records, whether owned or maintained by CGS MY or any Exchange, and any part thereof as evidence in Court, in any tribunal or body having quasi-judicial function, and further agrees not to challenge or dispute the authenticity, admissibility or accuracy of such electronic records.

#### **83. Malaysian Rules**

83.1 In respect of Transactions involving Securities traded on the Bursa Securities, these terms and conditions shall be read with the Malaysian Rules.

83.2 In the event of any conflict between these terms and conditions and any law, rule, requirement or other provision such as is referred to in Clause 83.1.1, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.

83.3 Where the Transactional Services are made available on separate or additional terms, those terms shall be read in conjunction with these terms and conditions. In the event of any conflict between these terms and conditions and such separate or additional terms, such separate or additional terms shall prevail.

#### **84. Laws and Jurisdiction**

84.1 The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, and without prejudice to the foregoing CGS MY will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and CGS MY shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.

84.2 Without prejudice to Clause 85, the parties agree that where in any proceedings on the dispute before any court, any question arises concerning a Shariah matter, the parties shall refer such question to the Shariah Advisory Council of SC for its ruling. Any written ruling made by the Shariah Advisory Council of SC on such question pursuant to a reference made under this Clause 84 shall, regardless of the failure or refusal of any of the parties to make the reference, be conclusive of the position under the Shariah on such question and shall be binding on the parties. A reference by the court hearing the dispute to the Shariah Advisory Council of SC on such question shall be deemed to be a reference by the parties.

#### **85. Shariah-compliant document**

85.1 Notwithstanding anything contained herein, for all intents and purposes, the Client acknowledge and irrevocably and unconditionally agrees that it/he/she has accepted the Shariah-compliant nature of the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto.

85.2 Each of the parties has independently made its own assessment as to the Shariah compliance of the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto. The parties confirm that they do not have any objection as to the Shariah compliance of the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto and they irrevocably and unconditionally agree that: (a) the parties will not raise any claim, objection as to matters of Shariah non-compliance in respect of or otherwise in relation to the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto; and (b) none of the parties' obligations under the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgement of any court, tribunal or other body that the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto are not compliant with Shariah.

#### **86. No Assignment**

86.1 The Client shall not charge, assign or transfer all or any of its rights, title, interest or obligations hereunder or under any Account, Transaction or Transactional Service or these terms and conditions without the prior written consent of CGS MY.

86.2 CGS MY may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account, Transaction or Transactional Service to any person CGS MY deems fit, or change the office through which any transaction is booked, or through which CGS MY makes or receives payments or deliveries for the purpose of any transaction.

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

#### **87. Anti-bribery and anti-corruption**

87.1 CGS MY and the Client respectively undertake not to (whether by itself/himself/herself or through any of its directors, officers, employees or agents, as is applicable) offer, promise, give, authorise, solicit or accept any gift, favour, kickback, or other improper payment or consideration to or from (or imply that they will or might do any such thing in future) any person, in order to secure assistance, influence, business or other improper advantage in connection with any of the services or transactions provided, received and/or executed under these terms and conditions, whether in Malaysia or elsewhere.

87.2 CGS MY and the Client respectively shall and shall procure that its directors, officers, employees or agents, as is applicable (who are involved in the services or transactions provided, received and/or executed under these terms and conditions) shall, comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Malaysian Anti-Corruption Commission Act 2009 in connection with the services or transactions provided, received and/or executed under these terms and



conditions.

**88. Entire Agreement and Amendments**

- 88.1 These terms and conditions, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter.
- 88.2 The Client acknowledges and agrees that the Client will always abide by all terms and conditions imposed by CGS MY relating to the services extended to the Client and the Client's Account and that CGS MY may at any time and from time to time add to, amend, modify, supplement and/or vary such terms and conditions in CGS MY's sole and absolute discretion. Upon the imposition, amendment, modification, supplemental and/or variation being posted by CGS MY on the Website or being notified to the Client via the mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Website and/or email notification or within three (3) days of mailing of the notice (as the case may be).
- 88.3 By the Client continuing to trade or give any order(s) for trade subsequent to the effective date of notice or continuing to maintain the Account with CGS MY, the Client shall be deemed to have agreed to and accepted the new or amended, modified, supplemented and/or varied terms and conditions imposed by CGS MY whereof these provisions shall be binding upon the Client from the date of posting. The relevant provisions of these terms and conditions shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of these terms and conditions at the time of execution hereof.
- 88.4 In the event of any inconsistency between terms applicable generally and the specific accounts or services, the provisions which on interpretation are most favourable to CGS MY shall prevail.

## Risk Disclosure Statement

### I. RISK DISCLOSURE STATEMENT FOR SECURITIES

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

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

### 1 DOCUMENTATION

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

### 2 SECURITIES

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

### 3 NOMINEES SERVICES

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

### 4 RIGHTS ISSUE, WARRANT AND OTHER OPTIONS

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

### 5 MARGIN FINANCING FACILITY

- 5.1 I/We can lose more funds than I/we deposit in the Trading Account. A decline in the value of Securities that are purchased using the Islamic Margin Financing Facility may require me/us to provide additional funds to CGS MY to avoid the forced sale of any or all of the Securities in my/our Account(s).
- 5.2 CGS MY can force the sale of Securities in my/our Account(s). If the equity in my/our Account(s) falls below the Margin requirements under the law, or CGS MY's higher "house" requirements, CGS MY can sell the Securities in any of my/our Account(s) held at CGS MY to cover the Margin deficiency. I/We also will be responsible for any short fall after such a sale.
- 5.3 CGS MY can sell my/our Securities without contacting me/us. Some investors mistakenly believe that CGS MY must contact them for a margin call to be valid, and that CGS MY cannot liquidate Securities in their Account(s) to meet the call unless CGS MY has contacted them first. This is not the case. CGS MY will attempt to notify me/us of margin calls, but it is not required to do so. However, even if CGS MY has contacted me/us and provided a specific date by which I/we can meet a margin call, CGS MY can still take necessary steps to protect its interests. This may include immediately selling all or any of the Securities in your Account(s) without notice to me/us.

- 5.4 I/We am/are not entitled to choose which Securities in my/our Account(s) are to be liquidated or sold to meet a margin call. As the Securities are Collateral for the Islamic Margin Financing Facility, CGS MY has the right to decide which Collateral to sell or realise in order to protect its interests.
- 5.5 CGS MY can increase its "house" maintenance Margin requirements at any time and is not required to provide me/us advance written notice. These changes in CGS MY policy often take effect immediately and may result in the issuance of a maintenance margin call. My/Our failure to satisfy the call may cause CGS MY to liquidate or sell all or any of the Securities in my/our Account(s).
- 5.6 I/We am/are not entitled to an extension of time on a margin call. While an extension of time to meet Margin requirements may be available to me/us under certain conditions, I/we do not have a right to the extension.
- 5.7 I/We also understand that securities and/or counters may be subjected to a withdrawal of their ESG-compliant status as may be solely determined by CGS MY. In that situation, there may be adverse consequence to me/us for instance due the Eligible Collateral being assigned zero-value as a result of such withdrawal.

## 6 NON-ADVISORY NATURE OF RELATIONSHIP

- 6.1 Unless I/we have a specific agreement with CGS MY for the provision of financial advisory services I/we should note and accept that CGS MY's relationship with me/us in relation to my/our securities and securities related transactions is purely as execution broker/dealer only or as a counter party to me/us. I/we acknowledge that I/we -
- (a) may not assume that any answers provided by CGS MY or its employees or representatives in response to my/our queries are backed by any prior due diligence or research;
  - (b) should not place reliance on any such answers;
  - (c) should seek independent advice on the suitability of any Transaction based on my/our specific investment objectives, financial situation and particular needs.

## 7 TAX COMPLIANCE

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

## 8 OTHER RISKS

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

## 9 SHARIAH DISCLAIMER

- 9.1 The inclusion of any securities in this Risk Disclosure Statement such as rights issue and warrant does not imply that any of these securities are Shariah-compliant. I have no right to insist that CGS MY shall finance such securities simply because the risks associated with these securities are set out here.
- 9.2 I also understand that securities and/or counters may be subjected to a withdrawal of their Shariah-compliant status. In that situation, there may be adverse consequence to

me for instance due the Collateral being assigned zero-value as a result of such withdrawal.

#### 10 ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) MARGIN FINANCING-i DISCLAIMER

- 10.1 The financing of any securities pursuant to any environmental, social and governance (“ESG”) product by CGS MY does not imply or guarantee that any of these securities , Account, Transactions and the Transactional Services with respect to the ESG Margin Financing Facility including all the documents and agreements executed, meets the ESG requirements or is ESG compliant. I/We recognize that CGS MY’s decision to finance any ESG Securities is not an endorsement of their ESG credentials or compliance with ESG standards.
- 10.2 I/We will not raise any claim, objection as to matters of ESG non-compliance in respect of or otherwise in relation to the Securities, Transaction and the Transaction Services, and none of the parties' obligations under the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgement of any court, tribunal or other body that the Transaction and the Transaction Services, including all the documents and agreements executed pursuant thereto are not compliant with ESG requirements or ESG standards.

#### Schedule 1:

The combined rate of Ta`widh and Gharamah shall not exceed ten per cent. (10%) per annum or as may be determined by the Shariah Advisory Council of the Securities Commission Malaysia from time to time. Ta`widh may be imposed and shall not be more than one per cent. (1%) per annum on the outstanding amount before expiry or maturity date. Gharamah may also be imposed at a rate up to the difference between the combined rate and Ta`widh.

#### Notes:

*Ta`widh* is the compensation to CGS MY for any actual loss incurred by CGS MY due to the Client's delay or default in paying any scheduled payment when it becomes due or any other amount payable by the Client to CGS MY under the Account, the Transactions or the Transactional Services. For failure/default to pay any instalment or any payment due and which failure continues beyond the expiry or maturity date, or upon judgment, whichever is earlier, the *Ta`widh* rate shall be the prevailing daily overnight Islamic Interbank Money Market (IIMM) rate per annum on the outstanding balance due and payable.

*Gharamah* is the penalty over and above the *Ta`widh*, which shall be channelled to charitable organisations approved by CGS MY’s authorised Shariah advisor.