

BIMB SECURITIES

ONLINE TRADING AGREEMENT (V1.0) **Online Trading Terms, Procedures and Practices**

This document and the Client's Application Form collectively form the Agreement between the Client and BIMB Securities Sdn Bhd (BSSB). This document contains the terms and conditions applying to the Client's subscription to BIMB Securities Sdn Bhd online trading system, a package of electronic investor facilities.

BIMB SECURITIES SDN BHD ("**Company**") in collaboration with its appointed service provider ("**Service Provider**") had introduced an online financial and stockbroking portal under such domain name (and/or any other name to be determined by the Company from time to time) with a uniform resource locator (and/or any other uniform resource locator or portal to be determined by the Company from time to time) ("**Portal**"). The Portal is directed to the investor, or those seeking information on investing and which comprises of a variety of areas dedicated to providing investment related information and services ("**Services**").

You ("**Client**") are, at all material times, a customer of the Company and have opened or applied to open a Trading Account with the Company operated in accordance with Shariah principles. You desire the rights to access and use the Portal and subscribe to the Services.

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

1.1 Provision of Services

1.2 The Services provided by the Company consists of: -

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

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

- Access to real time quotes
- Access to online trading
- Access to financial information and charts
- Access to account information and portfolio
- Custody and Nominees Services

1.4 Where the Client is a trial member, the Service shall be the Services available except online trading to a 'Member' of the Company for a maximum period of 30 days (or shall be determined by the Company from time to time). For the avoidance of doubt, upon the Client electing to become a Client of the Company, the Services shall, upon the Company agreeing to convert the Client's status from 'Trial member' to 'Client'.

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

1.6 The Client shall open and maintain an online account ("**Online Account**") which the Client shall use for the purposes of, among others, executing buy, sell, and trade or deal orders for the securities ("**Orders**").

The Client shall sign up an online account by selecting "Sign Up" icon in the Portal and follow the instructions accordingly. The Client shall indicate his/her preferred username (together with its password) and Personal Identification Number ("**PIN**") (together with its password). The account activation request will be communicated to the Client via the email address required upon sign up.

The Client shall execute the application form provided by the Company ("**Application Form**") and submit the same for approval by the Company. Upon the Company's approval, the Client shall be allowed to use the Client's Online Account. The Client acknowledges that the Company may, at its own discretion, reject the Client's application without assigning any reasons for doing so and without any liability whatsoever to the Client.

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

1.8 Subject to Clause 8 herein, The Client undertakes to ensure that at all times the services shall be used strictly and solely for the Client and shall not be extended for use by third parties for whatsoever reason and further undertakes that the services shall not be used for or towards any illegal, prohibited or unethical activity or conduct (including but not limited to insider dealing, market rigging or money laundering).

2.1 Media of Services

- 2.2** The Client shall access the Portal to utilise the Services mentioned in Clause 1 above by using one or any of the following media:-
- Modem-equipped terminal or personal computer;
 - Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its clients.
- 2.3** The Client agrees that should the Client experience difficulties in using one of the medias of service listed in Clause 2.1, the Client shall attempt to use the telephone or e-mail to communicate with the Company.
- 2.4** The Client further agrees that the Company may keep a record of all communication (including any transactions) between the Company and the Client for any purpose including to verify any information exchanged between the parties and to monitor the quality of the Services or to collect data to anticipate the Client's future financial requirements.
- 2.5** The Client acknowledges and agrees to the use of the voice recording devices (if the Company so decides) of all telephone's conversation between the Company and the Client to verify orders and data concerning any matter relating to this Agreement.

3.1 No Guarantee or Warranty & Limitation of Company's Liability

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

The Client acknowledges that the Company and the Company's information providers, licensors, employees or agents do not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of any such Information disseminated and/or provided by any party through the Services. The Client is advised to verify the correctness, accuracy, timeliness and correct sequencing of all such Information and the Client shall be deemed to have done so, whether the Client has in fact done so or not. The Client further acknowledges that there may be delays, omissions or inaccuracies in the Information provided under these Services which neither the Company nor the Company's information providers, licensors, employees or agents shall be responsible nor liable for.

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

3.3.1 Any inaccuracy, error or delay in, or omission of –

- i. any such Information or any other aspect of the Services; or
- ii. the transmission or delivery of any such Information; or

3.3.2 Any loss or damages arising from or occasioned by –

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

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

- 3.4** The Company does not warrant the merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the Information furnished under the Services or any other aspect thereof, including but not limited to data, Information, messages, or access, or the execution, cancellation or amendment of any Orders, and the Client further agrees that the Company and the Company's information providers, licensors, employees or agents shall not be liable for any direct, consequential, incidental or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Company to execute, cancel or amend such Orders.
- 3.5** In addition to and not in derogation of any other terms of this Agreement, the Client acknowledges that, in providing the Services, the Company and the Company's information providers, licensors, employees or agents shall not, in any event, be liable to the Client or any other parties having access to the Services whether with or without the Company's consent for any direct, consequential, incidental or indirect losses or damage (including but not limited to loss of profits, trading losses and damages) that results from any inconvenience, delay or loss arising from the use of the Services, access to the Client's Online Account, or any of the circumstances enumerated in this Clause, regardless of whether the Company has been advised of the possibility of such damages or losses.
- 3.6** The Client further agrees that the Company and the Company's information, providers, licensors, employees or agents shall not be liable for any loss resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or telecommunication lines, telephones or any other interconnect problems, unauthorised access, theft, operator errors, weather, earthquakes, floods and strikes or other labour problems.

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

4.1 Orders and Cancellation Requests

4.2 The Client agrees and undertakes that any Order(s) received by the Company through the use of the Client's Online Account (accessed via the Client's username and PIN) shall be deemed to have been issued by the Client and as correct and/or as intended by the Client without any need for the Company to verify the source or genuineness of the same notwithstanding that such order(s) may have been issued by a third party, whether authorised or otherwise.

4.3 The Client acknowledges that the confirmation of the receipt and/or execution of such Order(s) as reflected in the Portal shall be deemed conclusive of:-

- the receipt by the Company of the order; and
- that the consent necessary for such Order(s) is as received by the Company; and
- that such Order(s) may be relied upon and acted on by the Company without further reference to or verification from the Client and without liability whatsoever to the Client.

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

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

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

4.7 The Client also acknowledges that while Company reserves the sole right to review all Orders executed by the Client pursuant to these Services, the Company shall neither be obliged nor required to do so. The Client acknowledges and agrees that in the event of the Client experiences any internet connection problem after the order(s) have been made via online, the Client undertakes to alert and inform the assigned Dealer/remisier of such entry or orders. Accordingly, the Company shall neither be responsible nor liable for any mistakes, inaccuracies or incompleteness in such Orders, whether due to an error caused by the Client, or as a result of any other reason whatsoever inclusive but not limited to any interruption to the internet connection.

4.8 The Company is irrevocably authorized to act on all instructions of the Client received by the Company through the Services and the Client shall be liable and indemnify the Company for such instruction.

4.9 The Client acknowledge that all instructions of the Client received by the Company through the Services (whether authorized by the Client or not) are irrevocable and binding on the Client upon transmission of the instructions through the Services and the Company shall be entitled to effect, perform or process such instructions without the Client's further consent and without any further reference or notice to the Client.

4.10 The Client further acknowledge that the Company shall be under no obligation to investigate the authenticity or authority of persons effecting the instructions and the Company may treat the instruction as valid and binding on the Client notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instructions.

4.11. Access to the Service may be limited or unavailable during period of peak demands, market volatility, system upgrades, maintenance or for other reasons. If the Services are unavailable or delayed at any time, the Client agrees to use alternative means to place his orders such as calling the Company's representative or visiting its office. The Company will not be liable to the Client if the Client unable to access his account information or request a transaction through the Services for any of the said reasons.

4.12 No Orders from the Client shall be deemed to be valid and effective unless it is actually received and accepted by the Company and written confirmation of business done of an order is subsequently received by the Client either by telephone, by mail, or addressed to the Client's email address as stated in the Account Application Form or as hereafter notified by the Client from time to time or published on the designated forum provided in the Service and the Client shall have no claim against the Company in respect of any losses, liabilities, costs and/or expenses resulting from any failure of the Company to receive the client's instructions as aforesaid.

4.13 The Client agrees and undertakes not to exceed any position or transaction or trading limits imposed by the Company from time to time and notwithstanding that, the Company may at its sole and absolute discretion reject any such order(s) for any reason whatsoever and the Company shall not be liable for the result thereof.

5.1 Availability and Access to Services

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

- (a) Morning Trading Session: 9.00 a.m. to 12.30 p.m.
- (b) Afternoon Trading Session: 2.30 p.m. to 5.00 p.m.

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

- 5.3 The Client also agrees and acknowledges that any Order placed during the trading session is valid for the day or beyond depending on the option selected by the Client under the order validity.
- 5.4 The client agrees and acknowledges that all electronic Orders placed in the system of queuing electronic Orders ("ECOS Queue") pending routing to the Automated and computerised securities Trading System ("ATS") wherein no matching shall take place until the Trading Session begins.
- 5.5 The Company however does not guarantee that Orders placed in ECOS Queue shall be routed forthwith to ATS and Orders queued which are not entered into ATS for whatsoever reason shall be cancelled and removed.

6.1 License & Title to Information /Proprietary Rights

- 6.2 Subject to the terms of this Agreement, the Company grants to the Client a personal, nonexclusive, non-assignable and non-transferable license to use and display the Services' software or website (whichever is applicable) ("**Software**") on any computer of which the Client is the primary user. Unauthorised copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly prohibited without the prior written consent of the Company. The Client agrees not to sublicense, assign or transfer this license or the Software and any attempt to do so shall be considered to be null and void.
- 6.3 The Client acknowledges that the Company, the Exchange and participating information providers assert a proprietary right over the Information disseminated through and/or provided by the Services. The Client agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or exploit, whether for commercial purposes of otherwise, the Information in any manner whatsoever without the express written consent of the Company nor use the Information for any illegal or illicit purpose. The Client agrees that in such event the Company shall have the right at its sole and absolute discretion to restrict, curtail (whether in whole or in part), suspend, prohibit and/or terminate the Client's access to the services and/or otherwise determine the limit to which the Client can trade at its sole and absolute discretion without assigning any reason whatsoever.
- 6.4 The Client agrees that it shall protect the contractual, statutory and intellectual property rights of the Company, the Exchange and participating information providers in or to the Information furnished under the Services and in the Services themselves and shall comply with all written requests from the parties hereinbefore mentioned as they deem necessary to protect their respective rights.

7.1 Client's Sole Risk

- 7.2 The Client agrees and acknowledges that the use of the services is at his sole and absolute risk and the Company, the Company's information providers, licensors, employees or agents do not make any warranty in respect of the services.
- 7.3 The Client acknowledges that neither the Services nor the Information provided thereunder is intended to amount to or constitute any financial, business, tax or legal advice. Although the Services provides access to opinions, Information and recommendations about the economy, stock market, how to invest and what stocks to buy, the Services shall not be construed as amounting to offers, invitations or solicitations to buy, sell or otherwise trade in the securities concerned. The Company does not warrant the accuracy stated in any manner of the opinions, Information and recommendations, and no reliance whatsoever by the Client on the matters aforementioned shall give rise to any claim whatsoever.
- 7.3. The Company neither recommends any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all Orders made by it through the Services and executed by the Company pursuant thereto are made at the Client's sole and absolute risk.
- 7.4. The Client agrees and acknowledges that the Exchange and other regulatory authority or body shall, at all material times, have the right to examine, inspect, scrutinise the Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection or scrutiny being carried out at reasonable hours. The Client acknowledges that it shall not hold the Company liable for any liability and/or losses that may occur as a result of the actions and omissions of the Company and/or the Exchange and/or the regulatory authority or body.

8.1 Notification by Client

- 8.2 Without prejudice to any other provisions herein, the Client agrees that it shall notify the Company immediately and, in any case, no later than twenty four (24) hours from the time the Client should have become aware of the existence of any of the following: -
- any loss or theft of the Client's username or PIN;
 - any unauthorised access of the Client's Online Account, use of the Client's username or PIN, or of the Services or any information obtained thereunder;
 - any failed or incorrect receipt of an Order initiated by the Client through the Services upon the Client's review of the Trade Confirmation View of the Services;
 - any receipt of confirmation (whether electronic, written or otherwise) of business done of an Order which the Client did not place or any receipt or inaccurate or conflicting report or information.

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

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

situations stated thereto.

9.1 Confidentiality

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

10.1 Fees and Charges

10.2 The Client agrees to pay and authorises the Company to debit his/her Trading Account with the following fees, if any:-

- All subscription, service and use fees as prescribed by the Company, wherein the said subscription fees are payable monthly in advance, and none of the said fees are refundable.
- Any other reasonable fees and charges imposed by the Company from time to time for services and facilities rendered to the Client.
- Administrative charges on all outstanding sums at such rate and at such mode as the Company shall notify the client in writing.
- Ta'widh (compensation) to the Company on all overdue outstanding amounts in the Client's Account based on the "annual average for overnight weighted rate" of Islamic money market (IIMM) of the preceding year or such other prescribed rates as approved by Shariah Advisory Council of Securities Commission (SACSC) and Shariah Advisory Committee of the Company (SAC-BSSB) or other competent Shariah authorities, provided always that the said ta'widh rates or such other prescribed rate may be varied by the SACSC and/or SAC-BSSB from time to time and upon receipt of notice on the variation thereof, the ta'widh shall be applied in such manner as approved by the SAC-BSSB.
- Legal fees and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owed by the Client to the Company.

10.3 Notwithstanding the above provisions, the Company may at its discretion vary the rate of such fees and subscriptions, at any time and from time to time with prior written notice to the Client.

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

11.1 Continuing Security of Assets

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

12.1 Taxes & Licenses

12.2 The Client shall pay for all taxes and licence fees payable for the use of the Services, if any. For avoidance of doubt, all payment made by the Client in connection with this Agreement shall be made free and clear of all deductions for taxes, commission, duties, withholding taxes or any other taxes or charges payable by the Client.

13.1 Restrictions in Use of Services

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

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

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

14.1 Deposit

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

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

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

14.5 The Client hereby agrees that any monies deposited with the Company which has not been operated in whatever manner by the Client for a period of not less than seven (7) years shall be treated in accordance with the provision of Unclaimed Money Act 1965 (Amendment) 2002.

15.1 Indemnity

15.2 The Client hereby agrees that it shall fully and effectively indemnify the Company and hold the Company harmless from and against any and all actions, suits, proceedings, claims, demands, losses, penalties, fees, fines, liabilities, cost, interest, debts and expenses (including but not limited to solicitor's fees on a Solicitor and Client Basis) arising or which may arise out of the Client's breach or violation of any of the terms and conditions of this Agreement or any third party rights, including but not limited to violation of any intellectual property, proprietary or privacy rights or in connection with any authorization given by the Client to the Company and/or to any other party hereunder. This obligation to indemnify the Company shall be irrevocable and survive the termination of the Services.

16.1 Termination of Right of Access

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

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

16.4 In the event the Client wishes to terminate this Agreement which shall include terminating the access to the online services, for any reason whatsoever, the Client shall give to the Company a notice in writing in respect thereof whereupon the Company shall, within seven (7) market days from the date of receipt of the said notice, do all that is necessary to effect the said termination. The Client agrees that any fees paid under Clause 10 hereof shall not be refundable and that the Client shall remain liable for any fees/charges required to be paid by the Client under this Agreement.

16.5 Clauses 3, 7, 11 and 15 shall survive any termination of this Agreement.

17.1 Representations

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

- That the Client agrees to be bound by the terms and conditions of this Agreement and is not acting on behalf of any firm, corporation, partnership trust or association; and
- That the Client will use the Information provided under these Services solely in connection with the Client's own personal investment activities and not in connection with any trade or business activities; and
- That the Client is not a securities broker/dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association or futures exchange or an owner partner or associated person of any of the foregoing; and
- That the Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity.

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

18.1 Acknowledgement

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

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

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

19.1 Amendments and Modifications

19.2 Notwithstanding Clause 18, the Company may in its absolute discretion (whether in writing or otherwise) amend or vary the terms and conditions of this Agreement hereunder at any time or from time to time or impose any additional provisions, all of which shall be binding upon the Client as if the amendments and additional clauses had been originally set out in this Agreement subject to prior written notice has been given to the Client. Notwithstanding the generality of and without prejudice to the foregoing, the Company may (but is not obligated to) post notice of such amendment, variation, deletion or addition to the terms and conditions via the services and if the Client click on or tick on any acceptance button/space (or any other similar acknowledgement of agreement or acceptance of the new terms and conditions), the Client shall be deemed to have accepted and agreed to the said terms and conditions.

19.3 If any of these terms and conditions are or should become inconsistent with any present or future law, in accordance with such law, rule or regulations. However, in all other respect, these terms and rule or regulation of the SC, Exchange, BNM or any other relevant authority body or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified conditions shall continue and remain in full force and effect.

19.4 The continued opening and operation of the Account (s) by the Client shall constitute consent and agreement by the Client to be bound by the terms and conditions and any variation and amendment made by the Company from time to time.

20.1 Governing Law

20.2 This Agreement and performance hereunder by the parties will be governed by and construed in accordance with the laws of Malaysia including but not limited to the rules, regulations, directives, guidelines and circulars of Bursa Malaysia Securities Berhad, Bursa Malaysia Depository and the Securities Commission as the same may be amended from time to time and the parties hereto submit to the exclusive jurisdiction of the Malaysian Courts in all matters connected with the obligations and the liabilities of the parties under this Agreement.

21.1 Time

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

22.1 Severability, Waiver and Indulgence

22.2 Any term, condition, stipulation, provision, covenant or undertaking herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibitions or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant, or undertaking herein contained.

22.3 The Company may at its sole and absolute discretion waive compliance with any of the terms and conditions hereof or grant any time or indulgence to the Client but such waiver, time or indulgence shall be without prejudice to the rights and remedies available to the Company including its rights to enforce any of its rights or remedies or to require the compliance by the Client of such terms and conditions at any future time.

22.4 The rights, powers and authorities conferred on the Company under the terms and conditions are in addition to and not in derogation of any rights, power or authorities conferred under the law.

23.1 Assignment & Successors

23.2 The Client shall not assign or transfer any of his/her rights or obligations under this Agreement or any contract thereunder, except with the Company's prior written consent. The Company may at any time, at its absolute discretion and without notice, replace or substitute its Service Provider and/or appoint new or additional Service Provider. The Client hereby expressly consents to the Company assigning or transferring any of his/her rights and obligations under this Agreement or any contract thereunder to any other party subject to prior notice been given to the Client

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

24.1 Waiver

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

25.1 Notification

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

- By notice relayed through telephone and such notification shall be deemed effective immediately; and/or
- By notice/letter sent to the last known address in the Company's records and such notification shall be deemed effective three (3) days after posting; and/or
- By sending notice via e-mail, and such notification shall be deemed effective immediately upon transmission thereof by the Company; and/or

- By publishing/posting the notice on or via the online services and such notification shall be deemed effective on the day following the date of publishing of the notice or upon acceptance thereof by the Client (whichever is the earlier); and/or
- By inserting a notice in the Company's statement of account to the Client and such notification shall be deemed effective three (3) days after the date of posting of the said statement of account; and/or
- By fax to the Client's fax number and in which case it shall be deemed received by the Client the following day after the said transmission.

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

26.1 Disclosure

26.2 The Client shall at all times ensure that all provisions pursuant to Anti-Money Laundering and Terrorism Financing Act 2001 (AMLATFA) be complied with in all transactions or matters whatsoever and howsoever arising whether directly or indirectly with the Company and covenants to provide the Company with all documents, private or official, as and when requested by the Company for purposes of identification to its satisfaction in a timely manner. In no event, shall the Company or companies within its group be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Company's exercise of its statutory duties under AMLATFA for the time being in force.

26.3 The Client confirms that the Company or its representative is authorised to verify and/or make any checks and/or obtain any information and/or confirmation, or give any relevant information with or from or to any credit reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution, on the client(s) and/or any other person, individual and/or entity for any purposes which the Company deems fit at any time.

27.0 Agreement

27.1 The Client agrees to be bound by any affirmation, assent or agreement transmitted by the Client through the Services accesses by computer, including but not limited to any consent given by the Client to receive communications from the Company solely through electronic transmission.

27.2 The Client agrees to use the Services only in accordance with this Agreement. The Client also agrees to abide by any rules, procedures, standards, requirements or conditions established by the Company regarding the use of the Services or electronic communication facilities that the Company makes available.

27.3 By clicking 'Register' under the Terms and Conditions menu upon signing-up, the Client confirms his understanding, acceptance and receipt of the Services and this Agreement and its terms and conditions, acknowledges and demonstrates that he can access the Services and other HTML disclosures and regulatory materials on the Company's sites or portal.

27.4 The Client agrees that, when presently and in the future the Client clicks on an 'Register', 'I Accept', 'I Consent' or other similarly worded 'button' or entry field with his mouse, keystroke or other computer device, the Client's agreement or consent will be legally binding and the legal equivalent of the Client's hand-written signature.

27.5 The Company shall maintain the Client's information in confidence and may only disclose such information to its immediate legal and financial advisers and auditors and may be required in the ordinary course of its business or when required by a relevant authority, provided however, that the Company may use and disclose the information where such information is aggregate with other data which does not reveal Client-specific data.

27.6 The Client hereby agrees to allow the Client's balances be uploaded to the Portal and understands that sales order can only be executed where the shares are available under the Client's portfolio. Should the shares are transferred in from other accounts, the Client has to provide the info to BIBM Securities staff to verify the shares availability in the Client's CDS account for same day selling.

27.7 The Client hereby agrees to inform the Client's Remisier/Dealer on orders entered earlier via Portal before requesting for the Client's Remisier/Dealer to enter orders for buying or selling via normal trading system. BIBM Securities will not be held responsible for any loss or error arises from the Client's failing to inform the Remisier/Dealer on the entered orders via Portal prior to calling the Remisier/Dealer.

28.1 Headings

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