

TERMS & CONDITIONS FOR MAYBANK/INVEST/MAYBANK/INVEST-i

The Customer has applied to Malayan Banking Berhad (Registration No. 196001000142 (3813-K)) or Maybank Islamic Berhad (Registration No. 200701029411 (787435-M)) (whichever applicable) ("**Bank**") to open a Cash Account and/or Non-Margin Account (whichever applicable) ("**the Trading Account**").

1. PURPOSE

The Trading Account shall be used only to deal in securities, or in the case of Maybankinvest-i, approved Shariah securities ("**Securities**") that are listed for quotation and dealing on the Bursa Malaysia Securities Berhad ("**Bursa Securities**") or on any other stock exchanges approved ("**Approved Stock Exchange**") by the Bank.

2. TRADING ACCOUNT

- 2.1 The Trading Account is available through a Maybankinvest Account/Maybankinvest-i Account with the Bank.

Additionally the Customer shall open a Premier One or Premier Mudharabah Account (PMA-i) or any other account by whatever name or description as determined by the Bank ("Bank Account") to (a) debit the all moneys, amount due, payable by the Customer arising from and in relation to the Trading Account (including all interest, commission, trading losses, fees payable by law, legal costs); and (b) credit all moneys due and payable to the Customer including contra profit/gain or proceeds from sale of the Securities.

- 2.2 For individual customers, the Bank will pay the Customer interest/profit, as the case may be, as per the Bank's guidelines on the Premier One or Premier Mudharabah Account (PMA-i) or any other account by whatever name or description as determined by the Bank subject to a minimum balance of funds standing to the credit of the Customer's Trading Account ("**Available Fund**") at such rate of interest/profit as indicated from time to time through Maybank2u website at www.maybank2u.com.my or through any other mode of communication as the Bank deems fit.

- 2.3 No financing facility will be granted to the Customer by the Bank under the Trading Account.

- 2.4 All purchases of Securities shall be made with the Customer's Available Fund and/or based on the value of the Securities pledged to the Bank, as the case maybe.

- 2.5 Notwithstanding the foregoing, the Bank may at any time grant to the Customer a trading limit for the Trading Account ("**Trading Limit**") representing the maximum amount (inclusive of brokerage and other related cost) that the Customer may utilise to make purchases of Securities at any time through the Customer's Trading Account.

- 2.6 Immediately upon purchase orders for the Securities being made, a part of the Available Fund that is equivalent to the total of the purchase price of the Securities and all related costs and expenses shall be:-

2.6.1 earmarked by the Bank pending successful completion of the said purchase transaction; and

2.6.2 shall not be made available for withdrawal by the Customer.

Where a Trading Limit is granted to the Customer, any deficiency in the Available Fund earmarked shall be promptly settled by the Customer by paying the sum equivalent to the deficiency into the Trading Account as such that all purchases of the Securities made by the Customer or on the Customer's behalf are settled on their respective due dates.

- 2.7 The Customer hereby agrees and undertakes to settle immediately all sums of moneys due on contra losses or other monies howsoever owing under the Trading Account and authorises the Bank to utilise any contra profit/gain or proceeds from any sales or monies due to the Customer (under the credit balance of the Bank Account) towards payment or settlement of the Customer's liabilities (under the debit balance of the Bank Account).

3. DEALING IN SECURITIES

- 3.1 All dealings in Securities carried out by the Customer or on the Customer's behalf shall be carried out through Maybank Investment Bank Berhad or such other participating organisation as approved by the Bank (collectively, the **"Participating Organisation"**).
- 3.2 The Customer hereby irrevocably authorises the Bank to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by the Customer or by the Participating Organisation to utilise the Trading Account for the purpose of settlement of all dealings in relation to the Securities (including payment of all charges, interest/profit, fees and penalties/LPC (as defined hereinafter) imposed by the Bank and/or the Participating Organisation in connection therewith) carried out by the Customer or on the Customer's behalf under the Trading Account.
- 3.3 All Securities purchased under the Trading Account may be deposited and held for and on the Customer's behalf in a Central Depository System account ("**CDS Account**") to be maintained by Maybank Nominees (Tempatan) Sdn. Bhd./Maybank Nominees (Asing) Sdn. Bhd. as the Customer's nominee or such other depository account as the Bank and/or the Participating Organisation may designate. For Securities listed in Bursa Securities, the Customer may elect to maintain the Trading Account with Maybank Nominees (Tempatan) Sdn. Bhd./Maybank Nominees (Asing) Sdn. Bhd. as the Customer's nominee or link the Trading Account directly with the Customer's CDS Account which shall be opened directly with Participating Organisation.
- 3.4 Unless otherwise permitted in writing by the Bank, direct sale of the Securities is not permitted under the Trading Account. Any instruction to sell Securities will be carried out under the Trading Account only if the Securities are already in the Trading Account at the time the instruction is given to the Bank.
- 3.5 Where direct sale of the Securities is permitted by the Bank, the Customer shall ensure that the Securities sold by way of such direct sale are transferred to the CDS Account referred to in Clause 3.3 above and are accorded 'free status', namely the transfer of such Securities into the CDS account shall have been completed and such Securities are free to be transacted with in time to enable the sale to be completed.
- 3.6 For the purpose hereof, 'direct sale' shall mean sale of the Securities which at the time of the sale have not been credited into the CDS Account of the seller.

4. OUTSTANDING AMOUNTS

- 4.1 All amounts outstanding under the Customer's Trading Account (including all charges, trading losses and penalties/LPC imposed by the Participating Organisation) shall be promptly settled by the Customer on their respective due dates. Without prejudice to the foregoing, the Bank shall be entitled to call on the Customer either orally or in writing to settle all such outstanding amounts (together with all stamp duties, fees payable by law and legal costs) within four (4) business days from the date of the oral notice or four (4) business days from the date of the written notice, whichever shall be the earlier. For such purpose, the written notice may be computer generated which requires no signature or may contain a printed facsimile signature of an officer of the Bank.

4.2 If the Customer fails or neglects to settle the outstanding amounts in the Trading Account by their respective due dates or any amount payable to the Participating Organisation in accordance with the Bank's oral/written notice, no purchases of Securities through the Trading Account shall be allowed and the Bank and/or the Participating Organisation are authorised to:

4.2.1 sell such amount of the Securities in the Trading Account or otherwise in the possession, custody or control of the Bank and/or the Participating Organisation and to apply such sale proceeds to settle the outstanding amounts; and/or

4.2.2 apply moneys standing to the Customer's credit in any account maintained with the Bank (including the Bank Account) and/or the Participating Organisation towards the settlement of the outstanding amounts,

without being liable to the Customer for any loss and/or damages incurred by the Customer or depreciation in value of the Securities save and except where such loss or damage was directly attributable to the Bank's gross negligence, wilful default or fraud.

4.3 Without prejudice to the remedies available to the Bank and/or the Participating Organisation as set out above, in the event there are amounts under the Customer's Trading Account which are not settled by their respective due dates, the Bank shall be entitled to charge the following on the outstanding amounts:

4.3.1 For conventional scheme, interest calculated at the aggregate of:-

(a) default rate of one per cent (1%) per annum or such other rate as the Bank may from time to time stipulate in its written notice to the Customer on the amount in arrears; and

(b) the Bank's Base Rate as indicated from time to time through Maybank2u website at www.maybank2u.com.my or through any other mode of communication as the Bank may inform the Customer;

to be serviced monthly in arrears and compounded with monthly rests from the date the amount is due to the date of full payment (where the unpaid interest shall be aggregated with all outstanding payments on a monthly basis for the purpose of calculating the total outstanding payments).

4.3.2 For Islamic scheme, late payment charges ("LPC") on any outstanding amount from the date such outstanding amount first accrue until full payment of the outstanding amount (provided that the Trading Account is not cancelled or terminated). For failure to pay any outstanding amount which failure continues beyond the cancellation or termination of the Trading Account or upon judgment, whichever is earlier, the LPC shall be based on prevailing Islamic Interbank Money Market (IIMM) rate on the outstanding amount.

The LPC imposed on any outstanding amount may be varied by the Bank in accordance with the relevant rules, regulations, directives and/or guidelines as may be imposed by Bank Negara Malaysia from time to time upon notification to the Customer.

5. POWERS OF THE BANK

The Bank reserves the right to (where applicable):-

5.1 with notice to the Customer, vary the terminology herein, the rate of interest/profit, other margins and/or limits from time to time;

- 5.2 impose a price cap (fixed price) on any Securities at any time for purposes of computation of the Available Fund, Trading Limit and/or any components thereof and/or any other margins or limits;
- 5.3 where a Trading Limit is granted to the Customer, vary its valuation of the Securities and/or Pledged Securities (as defined hereinafter in Clause 32) from time to time;
- 5.4 restrict/reject the purchase/sale of any particular Securities or the number of Securities that may be purchased/sold;
- 5.5 restrict/reject any securities as Pledged Securities;
- 5.6 to credit the Trading Account with all sale proceeds and all dividends received in respect of the Customer's Securities and/or with notice to the Customer, to debit the Trading Account of any fees, expenses and any other bank charges whatsoever which may be chargeable by the Bank or payable by the Customer in respect of the management and administration of the Trading Account and/or in respect of any dealings with the Securities; and/or
- 5.7 register any Securities into its nominee's name (the cost and expense of such registration shall be borne by the Customer);
- 5.8 with notice to the Customer, vary the terms of the Trading Account due to:-
 - 5.8.1 any change in law or for the compliance with any rules, regulations, directives and/or any guidelines which are applicable to the Bank;
 - 5.8.2 any change in the credit profile of the Customer;
 - 5.8.3 any change in the market conditions which may adversely affect the Bank's ability to comply with its obligations hereunder;
 - 5.8.4 any variation which is necessary to correct manifest error or is of a minor or technical nature; or
 - 5.8.5 any other reason reasonably necessary to protect the interests of the Bank;
- 5.9 where a Trading Limit is granted to the Customer, request for additional and/or substituted security or recall/terminate the Trading Account if at any time the Bank considers the security given to be inadequate;
- 5.10 force sell and with notice to the Customer, set-off any amount due and payable to the Bank from the Pledged Securities in the case of a Customer who is an individual, in the event of the Customer's death or if the Customer becomes insane or suffers from mental incapacity or mental disorder or is declared a bankrupt or has a bankruptcy petition filed against the Customer;
- 5.11 force sell the Pledged Securities/ Securities with notice to the Customer ("Sell-Down") or refrain from effecting or carrying out any transactions or activities to, from, out of or related to the Trading Account, whether instructed by or on behalf of the Customer, including but not limited to the payment of monies, cheque or any instrument into or out of the Trading Account and the acquisition or disposal of the Securities via the Trading Account ("**Freezing of Trading Account**"), upon the occurrence or possible occurrence of any one of the following events:-
 - 5.11.1 upon the Bank being aware that the Customer is bankrupt or has committed an act of bankruptcy or that a petition for bankruptcy has been commenced against the Customer;

- 5.11.2 upon the Bank being notified and/or requested by any authority, including but not limited to Bank Negara Malaysia, the police, any other statutory or regulatory authority whether within or outside Malaysia, to force sell the Pledged Securities / Securities or to refrain from performing any transaction under the Trading Account regardless of whether such authority has the legal and valid authority to so notify and/or request of the Bank;
- 5.11.3 upon the Bank being aware of any inquiry, investigation of:-
- (a) any illegal or suspected illegal transaction(s) being carried out through the Trading Account, any misuse or suspected misuse of the Trading Account,
 - (b) any transactions under the Trading Account being in contravention or suspected to be in contravention of any law, by-law, rule, ruling, regulation or regulatory requirement, code, guidelines or policy (whether or not having the force of law) applicable to the Securities, the Bank or the Participating Organisation (collectively, "**Applicable Law**"), or
 - (c) any fraudulent or suspected fraudulent transaction(s) being carried out through the Trading Account;
- 5.11.4 upon any police report being lodged against the Customer or against the Trading Account by the Bank or any other party or person;
- 5.11.5 in the event any facilities granted by the Bank to the Customer which are being utilised through the Trading Account and / or other ancillary facilities to the Trading Account are suspended, recalled or terminated for any reason whatsoever;
- 5.11.6 if any step or action is taken or proceeding commenced or a resolution is passed for the winding up, dissolution, insolvency or liquidation of the Customer;
- 5.11.7 a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or an application is made for the judicial management or an application for any corporate rescue mechanism under the Companies Act 2016 of the Customer or its Related Companies (where applicable) (other than for the purposes of and followed by a reconstruction previously approved in writing by the Bank, unless during or following such reconstruction the Customer or the relevant Related Company (as the case may be) becomes or is declared to be insolvent. "Related Companies" shall mean any related corporation as defined in the Companies Act 2016;
- 5.11.8 if the Customer or any of its Related Companies is unable to pay his and/or their debts or suspends the payment of his and/or their debts;
- 5.11.9 if legal proceedings, suit or action of any kind is instituted against the Customer or any of its Related Companies;
- 5.11.10 if a distress or execution or other process of a court of competent jurisdiction be levied upon or issued against any property of the Customer and such distress execution or other process as the case may be is not satisfied within seven (7) days from the date thereof;
- 5.11.11 if Customer or any of its Related Companies shall make any assignment for the benefit of any of their respective creditors or any class of them; or convenes a meeting with any of their respective creditors for that purpose, or shall take advantage of any insolvency law or enters or shall propose to enter into or permits the entry of judicial management or any corporate rescue mechanism under the Companies Act 2016 or arrangement or composition (voluntary or otherwise) for the benefit of any of its creditors or Customer or any of its respective Related Companies enters into or proposes to enter into or there is declared by any competent court or authority a

moratorium on the payment of indebtedness or other suspension of payments generally;

5.11.12 if an encumbrancer takes possession of, or a trustee, nominee, supervisor, or administrator or other receiver and/or manager or judicial manager, custodian, liquidator (provisional or otherwise) or similar officer is appointed in respect of, all or any part of the business or assets of the Customer or any of its Related Companies or steps have been taken or are being taken for the appointment of a trustee, nominee, supervisor, receiver and/or manager, judicial manager, custodian, liquidator (provisional or otherwise), administrator or similar officer over the Customer or any of its Related Companies (where applicable) and/or all or any part of the Customer's and/or its Related Companies' (where applicable) business or assets; and

5.11.13 if the Customer and/ or any of its Related Companies (where applicable) shall fail to satisfy any judgment passed against any of them by any court or competent jurisdiction and no appeal against such judgment has been made to any appropriate appellate Court within the time prescribed by law or such appeal has been dismissed and in the case of any judgment obtained in default of appearance no application has been made to set such judgment aside within thirty (30) days of the date the party against whom judgment was obtained becoming aware of the judgment.

The Bank may cease the Sell-Down or the Freezing of the Trading Account, as the case may be upon the occurrence of the following events (whichever applicable):-

- (a) in respect of the events stated in clauses 5.11.1 and 5.11.6-5.11.13 where it is shown by the Customer with evidence to the satisfaction of the Bank that the stated events are no longer subsisting;
- (b) in respect of the notification or request by the relevant authorities, upon the Bank being informed in writing by the relevant authorities to lift the Freezing of Trading Account or upon the Bank being served with a court order to do so;
- (c) in respect of any inquiry or investigation referred to in Clause 5.11.3, upon the Bank being satisfied that no further inquiry or investigation is required or upon the Bank being served with a notification by the relevant authorities that the inquiry or the investigation has been discontinued and that the Trading Account no longer have any bearing on any ongoing investigation;
- (d) in respect of any police report referred to in Clause 5.11.4, upon the Customer producing evidence to the Bank's satisfaction of withdrawal of such police report or upon the Bank being satisfied that such police report does not have any bearing or affects the Trading Account;
- (e) in respect of any action taken by the Bank under Clause 5.11.5, upon the Bank exercising its legal right to set-off the any debt owing to the Bank against the balance of the Trading Account (if any); and/or

5.12 In any event, the Bank may terminate the Trading Account upon the occurrence or possible occurrence of any one of the abovementioned events set out in the provisions of Clauses 5.11.1-5.11.13;

5.13 with notice to the Customer, vary the Terms and Conditions herein and/or any other security documents executed or to be executed by the Customer and/or any third party due to:-

- (1) any change in law or for the compliance with any regulations or any rules, regulations, directives and/or guidelines which are applicable to the Bank;
- (2) any change in the credit profile of the Customer;

- (3) any change in the market conditions which may adversely affect the Bank's ability to comply with its obligations hereunder;
 - (4) any variation which is necessary to correct manifest error or is of a minor or technical nature; or
 - (5) any other reason reasonably necessary to protect the interests of the Bank provided that such variation is not detrimental to the Customer; and/or
- 5.14 appoint the Participating Organisation to carry out all dealings on the Customer's behalf and all other matters contemplated to be carried out by the Participating Organisation herein. By signing and/or executing this document, the Customer hereby irrevocably and unconditionally authorises the Bank to appoint the Participating Organisation for the purpose(s) stipulated herein.

6. WITHDRAWAL OF SECURITIES

The Customer may withdraw any part of the Securities in the Trading Account subject to the following terms:-

- 6.1 in the case of Pledged Securities where a Trading Limit is granted to the Customer, with the prior approval of the Bank (which shall not be unreasonably withheld);
- 6.2 at least three (3) business days prior written notice is given by the Customer to the Bank. For avoidance of doubt, it is mandatory that the Customer obtains consent from the Bank three (3) business days prior to withdrawal of securities under the CDS Account and/or Non-Margin Account failing which the Bank shall invoke Clause 8 herein or any part thereof;
- 6.3 the withdrawal would not breach any terms and conditions governing the Trading Account or any Applicable Law in relation to the Securities; and
- 6.4 the Customer pays the fee(s) prescribed by the Bank and/or the Bursa Malaysia Depository Sdn. Bhd. from time to time in connection therewith and further bear all costs of such withdrawal.
- 6.5 For the avoidance of doubt, Securities withdrawn from the Trading Account shall not be capable of being dealt with under the Trading Account.

7. SECURITY

- 7.1 The Bank shall be authorised (with notice to the Customer) to apply any credit balance which is at any time held by the Bank at any office of the Bank and/or the Participating Organisation under any type of account, either solely or jointly in the Customer's name, in or towards satisfaction of all or any of the monies, obligations and liabilities which may now or at any time in the future be outstanding or contingent under the Trading Account.

8. REVIEW AND TERMINATION

- 8.1 Without prejudice to the provisions contained herein for earlier termination, the Trading Account is subject to review by the Bank from time to time.
- 8.2 The Bank expressly reserves the right to terminate the Trading Account at any time and/or demand payment of any and all amount due to the Bank and/or Participating Organisation, in each case by the Bank giving the Customer twenty one (21) days written notice of the cancellation or demand, whereupon the Trading Account shall be cancelled and all amount due to the Bank shall be payable forthwith upon demand.

- 8.3 The Bank expressly reserves the right to terminate the Trading Account where in the case of an individual if the Customer dies or becomes insane or suffers from mental incapacity or mental disorder or is adjudicated a bankrupt with notice.

9. UTILISATION

The Trading Account shall be available for utilisation upon execution, stamping and completion of the relevant documentation executed or to be executed by the Customer or any third party as required by the Bank and all formalities relating to the Terms and Conditions herein contained to the satisfaction of the Bank.

10. DOCUMENTATION

The Customer shall, if required by the Bank at any time and from time to time, execute or caused to be executed such other documents necessary to provide further security to the Bank to secure the repayment/payment of the Trading Limit granted to the Customer (if any) which have been utilised which would include but would not be limited to these Terms and Conditions.

11. APPOINTMENT OF BANK AS AGENT

The Customer hereby appoints the Bank to be the Customer's agent for all matters relating to the Trading Account and authorise the Bank to do such things relating thereto for and on the Customer's behalf including, but not limited to:-

- 11.1 appointing the Participating Organisation to carry out all dealings on the Customer's behalf and all other matters contemplated to be carried out by the Participating Organisation herein;
- 11.2 opening a Trading Account with the Participating Organisation;
- 11.3 opening an account with the Bursa Malaysia Depository Sdn. Bhd.;
- 11.4 placing orders for sale and purchase of Securities; and
- 11.5 making and receiving payment for sale and purchase of the Securities.

12. BANK AS CUSTODIAN AND NOMINEE (WHERE A TRADING LIMIT IS GRANTED TO THE CUSTOMER)

- 12.1 The Bank has agreed at the request of the Customer to act as the custodian and nominee of the Pledged Securities.
- 12.2 In acting as the custodian for the Pledged Securities, the Bank shall hold for the Pledged Securities now or hereafter deposited with the Bank including but not limited to scriptless securities and the Bank shall be entitled:-
 - 12.2.1 to make all necessary arrangements for the purpose of keeping the Pledged Securities in safe custody;
 - 12.2.2 to comply with the provision of any law, order, regulation or official directive for the time being and from time to time imposed on a custodian of the Pledged Securities; and/or
 - 12.2.3 to maintain all such records necessary in relation to the Pledged Securities.

- 12.3 In acting as the nominee for the Pledged Securities, the Bank shall be entitled to register any of the Pledged Securities and to hold the same in the Bank's name or that of its nominee on the Customer's behalf.
- 12.4 Where any of the Pledged Securities is not registered in the name of the Bank or its nominee, the Bank shall be under no obligation to exercise any rights or provide any information to the Customer and/or the registered holder of the Pledged Securities with regard to any of the Pledged Securities.
- 12.5 The Bank shall have no duty or responsibility:-
- 12.5.1 to attend any meeting or to exercise any vote pursuant to its holding of the Pledged Securities; or
- 12.5.2 to take any action pursuant to any right or obligation conferred or imposed by reason of such holding (including but not limited to any right or obligation arising in connection with any allotment, subscription, conversion, consolidation or reorganisation or in connection with any merger, receivership, bankruptcy, winding-up or other insolvency proceedings or any compromise or arrangement); or
- 12.5.3 to deposit any of the Pledged Securities in connection therewith or otherwise ,
- except in accordance with the Customer's prior written instructions and upon such terms and conditions and indemnities and provisions for fees, charges and expenses as the Bank may require.
- 12.6 The Bank shall have no duty or responsibility in respect of any proxy or other document received by it in respect of the Pledged Securities to send any proxy or other document or to give any notice of the receipt of the same to the Customer.
- 12.7 Neither the Bank nor any of its directors, officers, employees or agents shall be liable for any loss or destruction or misdelivery of any document and/or certificate relating to any of the Pledged Securities or for any action taken or omitted, or purported to be taken or omitted, save for its gross negligence or wilful default.
- 12.8 The Customer shall, upon request, perform such acts and sign and execute all such agreements, proxies, authorities or documents whatsoever as may be required by the Bank for the performance or implementation of the Terms and Conditions herein or any part hereof.
- 12.9 The Customer shall notify the Bank of the occurrence of:-
- 12.9.1 any event stated in Clauses 5.11.1 - 5.11.13 or of any event of default in relation to any of the Customer's other indebtedness;
- 12.9.2 any material event or adverse change in the condition (financial or otherwise):-
- (a) of the Customer, or
 - (b) on the business, or assets and properties, financial condition, or operations of the Customer and/or any of its Related Companies; or
 - (c) which would affect, the solvency of the Customer and/or its respective Related Companies; or
 - (d) which would restrict or restrain the execution or performance of these Terms and Conditions; or
 - (e) that will affect the Bank's decision to grant or continue to make available the Trading Account;

12.9.3 any litigation or other proceedings of any nature whatsoever being threatened or initiated before any court tribunal or administrative agency which may materially affect the operations and/or condition (financial or otherwise) :-

- (a) of the Customer, or
- (b) on the business, or assets and properties, financial condition, or operations of the Customer and/or any of its Related Companies; or
- (c) which would affect, the solvency of the Customer and/or its Related Companies; or
- (d) which would restrict or restrain the execution or performance of these Terms and Conditions; or
- (e) affect the Bank's decision to grant or continue to make available the Trading Account including without limiting thereto any application for a judicial management or entering into any corporate voluntary arrangement with any creditor(s);

12.9.4 any dispute between the Customer and any government or statutory body in respect of any of the Borrower's lands and other assets, and any labour controversy which might result in a strike against the Borrower;

all such notification mentioned above to be given to the Bank not later than fourteen (14) days after the Customer has knowledge of the event or of the litigation or other proceedings or threat thereof or of the dispute or of the controversy and the amount of any contingent liability if such amount is ascertainable.

13. TERMS AND CONDITIONS PRESCRIBED BY PARTICIPATING ORGANISATION

- 13.1 The Customer agrees to be bound by any terms and conditions that may be imposed by the Participating Organisation from time to time which shall include but not be limited to the Terms and Conditions prescribed herein with prior notice to the Customer.
- 13.2 The Customer agrees to be bound by the rules, directives, regulations and/or guidelines of the Approved Stock Exchange and any relevant regulatory body governing the purchase and sale of the Securities or such other laws, regulations, by-laws or guidelines applicable in relation thereto as may be amended, supplemented, replaced and in force from time to time.
- 13.3 The Customer agrees that the Participating Organisation shall have the right at any time to limit purchases or sales ordered by the Customer.
- 13.4 If the Participating Organisation shall be required to institute buying-in/selling-out (as prescribed by the rules, directives regulations and/or guidelines of the Approved Stock Exchange and/or any relevant regulatory body governing the purchase and sale of the Securities or such other laws, rules, directives, regulations, by-laws or guidelines applicable in relation thereto as may be amended, supplemented, replaced and in force from time to time) or a Sell-Down in connection with any dealings carried out for the Customer or on the Customer's behalf, the Customer shall settle all dues, other outstanding sums and charges in relation thereto with the Participating Organisation in immediately available funds and within such period as may be stipulated by the Participating Organisation. In the event the Customer fails to settle any dues, outstanding sums and charges, the Customer shall be liable to pay interest/profit/necessary fees and charges on such dues, other outstanding sums and charges to the Participating Organisation at such rate as prescribed by the Participating Organisation as notified to the Customer or as per Bursa Malaysia Berhad rules, regulations, directives and/or guidelines.

- 13.5 Every order to sell implies that the Customer has represented that the Customer is in a position to deliver the relevant Securities. If the Securities are not delivered to the Bank the Participating Organisation, as the case may be, or the Securities are not transferred into the CDS Account as designated by the Bank or any account of the Bank and/or the Participating Organisation within the stipulated time to enable settlement of the transaction in accordance with the relevant rules, directives, and regulations and/or guidelines, the Participating Organisation is entitled to institute "buying-in" immediately.
- 13.6 If the buying-in price exceeds the selling price, the Customer shall forthwith settle with the Participating Organisation in immediately available funds such difference and charges in relation thereto, failing which the Customer shall be liable to pay interest on such difference and charges to the Participating Organisation at such rate as prescribed by the Participating Organisation as notified to the Customer.
- 13.7 The Participating Organisation reserves the right to reject the Customer's request for transfer of Securities under CDS Account and/or any Trading Account without the prior approval of the Bank.
- 13.8 The Participating Organisation may close the Customer's Trading Account by notice in writing to the Customer or to the Bank as the Customer's agent, and require payment of any amounts due and payable from the Customer to the Participating Organisation which shall be paid by the Customer to the Participating Organisation within the time period stipulated by the Participating Organisation.

14. AUTHORISATION TO THE BANK

The Customer hereby agrees that:-

- 14.1 the Bank is authorised to disclose to the Participating Organisation, Bursa Securities and/or any regulators and authorities of the Applicable Laws, all relevant information relating to the Customer and the Trading Account granted herein for the purposes of effectively managing the Trading Account; and
- 14.2 the Bank shall be entitled to rely on any requests for payment and other notices and/or instructions received by it whether from the Customer or the Participating Organisation and shall be under no duty to make enquiries on such instructions and the Bank shall not be responsible or liable for any loss and/or damages to the Customer caused by the withdrawal/debit or otherwise made by the Bank pursuant to such notices and/or instructions unless such consequence is a direct result of the gross negligence, wilful default or fraud of the Bank; and
- 14.3 the Bank, the Participating Organisation and their employees and agents do not hold themselves out as investment advisers; and
- 14.4 all the Customer's sale and purchase instructions are the Customer's independent decisions and the Customer is hereby reminded to read and understand the sale and purchase instruction; and
- 14.5 the Bank and the Participating Organisation shall not be liable for any loss arising from the Customer's trading activities, or from or out of any act or omission of the Participating Organisation, its agents and employees or other persons employed by the Bank or the Participating Organisation in the sale and purchase of the Securities unless such consequence is a direct result of the gross negligence, wilful default or fraud of the Bank, the Participating Organisation, its agents and employees or other persons employed by the Bank or the Participating Organization (as the case may be).

15. CHANGES IN CIRCUMSTANCES

If, as a result of any introduction, imposition or change in any Applicable Law or in the interpretation or application thereof or if compliance by the Bank and/or the Participating Organisation with any Applicable Law, it becomes unlawful or impractical without breaching any such Applicable Law for the Bank and/or the Participating Organisation to make or maintain the Trading Account, the Bank will not continue to make or maintain the Trading Account will end after twenty one (21) days from the date of the Bank's written notice to the Customer or such earlier date as required by the Applicable Law.

16. DISCLOSURE

Pursuant to the provisions of the Personal Data Protection Act 2010 and subject to Section 134 of the Financial Services Act 2013 or the Islamic Financial Services Act 2013, as the case may be, the Customer hereby consents and authorises the Bank and/or the Participating Organisation to disclose from time to time any information relating to the Customer and/or other third parties (including but not limited to the Customer's agents/ contact persons/ representatives/ authorised persons) and the Trading Account and/or the Securities for the purposes of effectively opening and managing the Trading Account:-

- 16.1 to the Participating Organisation, the Bank's parent, subsidiary, affiliates, branches and related companies within and outside Malaysia;
- 16.2 to the Bank's auditors, legal counsels and other professional advisors for or in connection with the enforcement or preservation of any right hereunder;
- 16.3 to external parties including but not limited to Central Credit Reference Information System (CCRIS), Financial Information Services System (FIS), Central Credit Unit or such other authority/body established by Bank Negara Malaysia and any other credit reference agencies and that in so doing the Bank shall be entitled to disclose such information as may be necessary in order for the external parties to provide the Bank with the references/confirmation sought;
- 16.4 to any banking or regulatory authorities or any other authorities having jurisdiction over the Bank and/or the Participating Organisation to which the Bank or the Participating Organisation (as the case may be) is required to make such disclosure;
- 16.5 pursuant to any subpoena or other legal process or in connection with any action, suits or proceeding relating to the Trading Account and the Terms and Conditions herein;
- 16.6 pursuant to Section 56 (*Power of company to require disclosure of beneficial interest in its voting shares*) of the Companies Act 2016, to the Registrar of Companies, the Share Registrar and/or the company secretary of companies whose shares are quoted on the Bursa Securities;
- 16.7 for any other legitimate purpose(s) (i.e. including but not limited to marketing, business activity, administration, research, and economic efficiency purposes);
- 16.8 for disclosure to the Inland Revenue Board of Malaysia for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements;
- 16.9 for disclosure to Bursa Securities and/or any regulatory authority in accordance with any statute, legislation, rules, , directives, regulations, guidelines by-laws etc. governing the Bank, Participating Organisations and/or the Trading Account and/or CDS account(s) registered in the Customer's name and/or CDS accounts registered in the name of the Bank's and/or the Participating Organisations' nominees and/or any other parties assigned to handle the Customer's Trading Account and agree that the Bank and/or the Participating Organisation will not be liable for any claims, actions, proceedings and losses of whatsoever nature which may be incurred as result of this authorization save for their respective gross negligence or wilful default; and

16.10 to disclose information and documents to Bursa Securities in relation to any dealing in Securities in respect of the Customer's Trading Account upon request by Bursa Securities and/or to any regulators or authorities of any Applicable Law. Such disclosure shall include, but not limited to:-

16.10.1 the name of the person from whom, through whom or on whose behalf the securities in this Trading Account are dealt with;

16.10.2 particulars sufficient to identify the person in clause 16.10.1 above; and

16.10.3 in the event the person in clause 16.10.1 above is not the beneficial owner(s) of the Securities transacted in the Customer's Trading Account, to require the person to procure the particulars of the beneficial owner(s) of the said Securities.

17. COMPLIANCE WITH THE LAWS

17.1 The agreement of the Bank to make or continue to make available the Trading Account is conditional upon and subject at all times to the Customer's representation that the Trading Account and its utilisation and any trading of Securities for the Customer will not contravene or be in breach of any Applicable Laws including but not limited to Bank Negara Malaysia's guidelines on Credit Transactions and Exposures with Connected Parties.

17.2 If at any time during the Bank discovers that there had been any contravention of the any Applicable Laws the Bank is entitled forthwith to terminate the Trading Account and/or these Terms and Conditions upon giving notice to the Customer.

17.2 Upon being aware of any contravention of any Applicable Laws, the Customer shall forthwith inform the Bank of such contravention.

18. COSTS AND INCIDENTAL EXPENSES

The Customer shall bear the following costs and expenses:-

18.1 all legal and professional fees, stamp duties, registration fees, costs, expenses, taxes (including but not limited to value added tax, goods and services tax or any other tax of a similar nature) etc. incurred pursuant to and in relation to the opening, maintenance and/or termination of this Trading Account and the preparation and execution of the Terms and Conditions herein and/or other security documents (if applicable);

18.2 all fees, charges, costs, taxes (including but not limited to value added tax, goods and services tax or any other tax of a similar nature) etc. charged or incurred by Maybank Nominees (Tempatan) Sdn. Bhd./Maybank Nominees (Asing) Sdn. Bhd. as the Customer's nominee; and

18.3 all costs and expenses incurred by the Bank and/or the Participating Organisation including legal costs on solicitor and client basis in enforcing any term or condition or in obtaining payment of any sum due and payable.

The Bank may debit any of the Customer's accounts with any sum payable by the Customer under the provisions of this Clause and any sums under the Trading Account by giving notice to the Customer.

19. INDEMNITY

19.1 The Customer shall indemnify and keep the Bank, the Participating Organisation, and their respective nominees, subsidiaries and agents (collectively, the "Indemnified Persons") indemnified fully against all and any expenditure losses or expenses (including legal costs on a solicitor and client basis) and/or liability incurred by the Indemnified Persons as a consequence of:-

19.1.1 any default in payment by the Customer of any sum due hereunder or as a consequence of the occurrence of any breach of the terms herein; and/or

19.1.2 in and about the enforcement exercise and/or protection of any of the rights powers and/or security hereunder; and/or

19.1.3 the Customer's actions, inactions, omissions or instructions;

save and except where such expenditure losses or expenses were directly attributable to gross negligence, wilful default or fraud on the part of the Indemnified Persons.

19.2 The Customer hereby further agrees that the Indemnified Persons shall not be held liable for any suits, claims, actions and/or proceedings of any kind and nature howsoever arising save and except where such liability arose directly from gross negligence, wilful default or fraud on the part of the Indemnified Persons.

19.3 The Customer further acknowledges and agrees that each of the indemnity obligations herein shall:

19.3.1 constitute and give rise to separate and independent obligation;

19.3.2 apply irrespective of any waiver or indulgence granted by the Bank in respect of any other obligation;

19.3.3 remain in full force and effect; and

19.3.4 survive the cancellation and termination of the Terms and Conditions herein.

20. CURRENCY OF TRADING ACCOUNT

All sums of money herein offered and to be received by the Bank shall be in Ringgit Malaysia (RM) and Sen.

21. VARIATION OF TERMS AND CONDITIONS

The Terms and Conditions herein are subject to the Bank's periodic review and any subsequent changes thereto may be made in accordance with clause 5 above and will be notified to the Customer by giving twenty one (21) days written notice save for changes in the Base Rate which shall be effective upon announcement of the same in any newspaper distributed within Malaysia or by any other means of notification deemed fit by the Bank from time to time including but not limited to announcement made on the Maybank2u website at www.maybank2u.com.my

22. NOTICES

22.1 Save as otherwise herein provided, any notice or request required or permitted to be given or made by the Customer to the Bank shall be in writing to and received at the address specified below:-

Maybank Investment Bank Berhad Registered Office
33rd Floor, Menara Maybank
100 Jalan Perak,
50050 Kuala Lumpur

Contact number: 1300-22-3888
Email address: equities.helpdesk@maybank-ib.com

22.2 Any demand for payment of moneys herein to be paid by the Customer and any notice or request required or permitted to be given or made to the Customer shall be in writing and shall be deemed to be sufficiently served if:-

- (a) sent to the Customer by ordinary post to the Customer's last address in the Bank's records, or
- (b) advertised once in any newspaper distributed within Malaysia.

23. INDEPENDENT LEGAL ADVICE

The Customer represents and confirms that the Customer has sought independent legal advice before executing these Terms and Conditions and any of the Trading Account documents prepared by the Bank and/or its solicitors.

24. PROVISION FOR JOINT TRADING ACCOUNT

- 24.1 If the Trading Account is offered to more than one person or entity, the term "Customer" as used herein shall mean each person or entity jointly and severally and the liability of each Customer under the Trading Account shall be joint and several notwithstanding that the CDS Account is maintained on behalf of only one person or entity making up the Customer.
- 24.2 The Bank is authorised to act on instructions from any one Customer regarding the operation of the Trading Account.
- 24.3 In the event of the death of any one Customer, subject to the rights of force-selling and set-off of the Bank herein, each and every Customer hereby authorise any one (1) or more survivor(s) to withdraw any credit balances in the Trading Account. For avoidance of doubt, the Bank shall not be liable in any manner whatsoever to any party for the withdrawal of any credit balance by any survivor(s) including but not limited to the estate of the deceased save for its gross negligence or wilful default.

25. TERMS AND CONDITIONS TO PREVAIL

In the event that the Terms and Conditions herein (or any supplements thereto) conflicts with any other document executed in relation to the Trading Account, these Terms and Conditions herein (and any supplements thereto) shall prevail.

26. INCORPORATION OF TERMS AND CONDITIONS GOVERNING BANKING ACCOUNTS

This Terms and Conditions shall be read together with the Terms and Conditions Governing Banking Accounts for Conventional and Islamic Accounts issued by the Bank ("**Accounts Terms and Conditions**") respectively. In the event of any inconsistencies between these Terms and Conditions or with any other documents executed in relation to the Trading Accounts/ Facility, these Terms and Conditions would prevail in respect of the product being offered under these Terms and Conditions.

27. SEVERABILITY

If any of the Terms and Conditions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining terms shall not in any way be effected or impaired by the invalid, illegal or unenforceable Terms or Conditions.

28. WAIVER

No failure or delay on the part of the Bank in exercising or omission of the Bank to exercise any right, power, privilege or remedy of the Bank under these Terms and Conditions herein upon any default on the Customer's part shall:-

28.1.1 impair any such right, power, privilege or remedy of the Bank; or

28.1.2 be constructed as a waiver thereof or an acceptance by the Bank to such default.

Any action by the Bank in respect for any default or any waiver by the Bank to any default shall not affect or impact any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

29. GOVERNING LAW

These Terms and Conditions shall be governed by the Laws of Malaysia and the Customer hereby agrees to submit to the exclusive jurisdiction of the courts of Malaysia.

30. TAXES

30.1 It is hereby agreed that all amounts payable under these Terms and Conditions herein is exclusive of any value added tax, goods and services tax or any other tax of a similar nature which might be chargeable in connection with that amount. If any such tax applies, the Customer shall pay to the Bank and/or the Participating Organisation and the agent authorised by any of them, the chargeable tax upon demand.

30.2 Where the Terms and Conditions herein require the Customer to reimburse the agent authorised by the Bank and/or the Participating Organisation for any costs or expenses, the Customer hereby agrees to pay and indemnify the agent authorised by the Bank and/or the Participating Organisation against all value added tax, goods and services tax or any other tax of a similar nature incurred by the agent authorised by the Bank in respect of such costs or expenses.

30.3 The Customer hereby agrees that the Bank reserve the right, with notice to the Customer, to debit any of the Customer's banking account(s) for such taxes or levies payable by the Customer. In the event, such debiting cause the Customer's banking account(s) to be overdrawn and not regularized within the specific period determined by the Bank, interest at the Bank's prevailing rate(s)/late payment charges shall be imposed on the excess thereto.

31. SUCCESSOR BOUND AND ASSIGNMENT

31.1 The Terms and Conditions herein shall be binding upon and enure to the benefit of the Bank.

31.2 The Customer may not assign his/their rights hereunder or any interest herein.

31.3 All undertakings, agreement, representations and warranties given, made or entered into by the Customer under this Terms and Conditions shall survive the making of any assignments by the Bank hereunder.

32. MEMORANDUM OF DEPOSIT OF SECURITIES / PLEDDING OF SECURITIES

- 32.1 The Customer hereby represents to the Bank that the Customer is the legal and beneficial owner of the Securities.
- 32.2 (a) The Customer hereby agrees that all the Securities held by the Customer or on the Customer's behalf under the Customer's Trading Account and/or CDS Account or registered with the Bank in its name or in the Bank's nominees and/or the Participating Organisation's name or in the name of the Participating Organisation's nominees whether purchased before or after the Trading Limit is granted ("**Pledged Securities**") shall be automatically charged to the Bank as continuing security for the payment or discharge of all debts, monies, obligations and liabilities whether principal, interest, fees, charges or otherwise which may now or at any time hereafter be due, outstanding or incurred by the Customer to the Bank and/or the Participating Organisation ("**Debt**").
- (b) The Pledged Securities are expressly intended to be and shall be continuing security for the Debt notwithstanding that the Customer may at any time or times cease to be indebted to the Bank and/or the Participating Organisation for any period or periods and notwithstanding any settlement of account or accounts or otherwise.
- (c) All the Pledged Securities shall be held in a pledged securities account of the Bank to be opened by the Bank (where applicable).
- 32.3 In the event that any part of the Debt remains outstanding for more than fourteen (14) days or any other period of time as may be prescribed by the Bank and/or the Participating Organisation, the Bank and/or the Participating Organisation may by written notice to the Customer and where written notice of such debt has been given, may sell the Securities to settle such Debt without being liable to the Customer for any loss incurred including, but not limited to, any depreciation in value of the Securities, save for its gross negligence or wilful default.
- 32.4 (a) Upon the Bank's demand and at the Customer's own cost and expenses, the Customer shall execute such forms of transfer and/or assignments as are necessary to enable the effectual transfer of the Securities to the Bank and/or its nominees.
- (b) The names of the transferee, the date of transfer and the consideration are to be left blank and the Customer authorises the Bank or its nominees to fill in the aforementioned details in the forms of transfer and/or assignments.
- (c) In the event that further documents are necessary to effectively transfer and/or assign the Securities, the Customer shall immediately upon the Bank's and/or its nominees' demand execute such further documents.
- 32.5 Prior to the discharge of the Debt, the Bank and/or its nominees shall be entitled to attend all meetings held in connection with any company or corporation in relation to any of the Securities held in the name of the Bank and/or its nominees' and to exercise all voting and other rights in respect thereof at any such meetings.
- 32.6 (a) The Customer hereby irrevocably authorises the Bank and/or its nominees to make enquiries and/or to request for and to receive the statement of account of any of the Customer's CDS Account.
- (b) The Customer hereby further agrees that the Bank and/or its nominees shall not be held liable for any suits, claims, actions and/or proceedings of any kind and nature howsoever arising. The Customer hereby undertake to indemnify the Bank and/or its nominees for any losses, expenses, costs, damages, fines, penalties and/or claims of any kind and any nature which are incurred or suffered by the Bank and/or its nominees in respect thereof in connection with or as a result of the Bank's and/or its nominees' exercise of their rights under this paragraph and/or any other right

pursuant to the Terms and Conditions herein, save for its gross negligence or wilful default.

32.7 The Customer hereby appoints the Bank and/or its nominees and/or any party that the Bank deems fit to appoint as the Customer's attorney ("**Attorney**") and in the Customer's, the Bank's or the Attorney's name, as the case may be, to, in the event any Debt remains outstanding for more than fourteen (14) days or any other period of time as may be prescribed by the Bank by written notice to the Customer:-

(a) deal with the Securities in any manner whatsoever and to do all other things as the Customer is entitled to do in connection therewith and in particular but without prejudice to the generality of this foregoing to transfer, assign, charge or sell the Securities or any part thereof; and

(b) do all whatsoever acts and things and execute all whatsoever documents to give effect to such transfer assignment charge or sale,

Provided Always That the Bank or the Attorney shall not deal with the balance of the Securities (if any) once all Debts remaining outstanding as aforesaid has been paid/repaid in full to the Bank and/or the Participating Organisation.

32.8 The Customer hereby expressly, irrevocably and unconditionally acknowledges, agrees and confirms that the Bank and/or its nominees will not be liable for any loss or damage to or depreciation in the value of the Securities or the securities deposited into the Customer's CDS Account and/or securities account(s) registered in the name of the Bank and/or its nominees for and on the Customer's behalf unless due to the Bank and/or its nominees' negligence or wilful default.

32.9 The Customer hereby authorises the Bank and/or its nominees, in the event of the sales of the Securities, to deliver the same to the purchaser or the purchaser's legal representative and to credit the proceeds of sales to the Customer's account with the Bank and/or its nominees to settle any outstanding debts of the Customer to the Bank and/or its nominees and/or the Participating Organisation.

32.10 The Customer hereby acknowledge that the Bank and/or its nominees shall not be liable for any failure in performing any of their obligations hereunder or any, claim in respect of any loss, expense, cost, injury, damages or liabilities which are caused by or resulted from or arisen from the operation of the Customer's Trading Account and/or CDS Account, save for its gross negligence or wilful default.

32.11 (a) The Bank reserves the right at any time and from time to time to review the Pledged Securities, reject any Pledged Securities or any other securities charged or to be charged to the Bank, hold the Pledged Securities upon such security value as the Bank deems fit and/or require the Customer to furnish additional security and/or to substitute any existing security.

(b) All costs incurred thereto shall be borne by the Customer.

32.12 The Customer shall not during the subsistence of the Trading Account, without the prior consent of the Bank, sell, transfer, assign, discount, factor, pledge, charge or otherwise dispose of or create or permit any encumbrance or Security Interest whatsoever on or over all or any of the Pledged Securities and/or do or cause or suffer to be done anything which is or be inconsistent with the Bank's rights, remedies and/or powers under the terms and conditions herein.

32.13 For the purpose herein, "**Security Interest**" shall mean any mortgage, assignment, charge, pledge, lien, right of set off or any security interests of any nature in any property whether movable or immovable of any kind whatsoever and any bill of exchange, promissory note, debt, chose in action, guarantee or indemnity or any other security howsoever created or arising.

33. **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ISLAMIC TRADING ACCOUNT**

33.1 **Shariah Compliance**

33.1.1 If the Customer has applied for the Islamic Trading Account, these Terms and Conditions herein are intended to be Shariah compliant.

33.1.2 The Customer and the Bank hereby agree and acknowledge that their respective rights and obligations under these Terms and Conditions herein are intended to be subject to and in conformity with Shariah principles (such Shariah principles as are determined by the Shariah Committee of the Bank and the Shariah Advisory Council of Bank Negara Malaysia and the Shariah Advisory Council of the Securities Commission).

33.2 **Non Shariah-compliant Securities**

33.2.1 In the event of any Securities charged to the Bank ceasing to be Shariah-approved securities ("**Non-Shariah Approved Securities**"), the Customer shall on the date on which either the Shariah Advisory Council of Bank Negara Malaysia or the Shariah Advisory Council of the Securities Commission declares that such Securities has ceased to be Shariah approved securities ("**Announcement Date**") and in any event no later than seven (7) days from the Announcement Date, and at the Customer's own cost and expense, immediately transfer the Non-Shariah Approved Securities to such other of the Customer's securities account (as defined under the Securities Industry (Central Depositories) Act 1991) not related to or operated under the Islamic Trading Account.

33.2.2 In the event that the Non-Shariah Approved Securities is not disposed of by the close of trading on the Announcement Date, the Bank shall be entitled to transfer the Non-Shariah Approved Securities to such of the Customer's other securities account (as defined under the Securities Industry Central Depositories) Act 1991) not related to or operated under the Islamic Trading Account or alternatively to dispose of the Non-Shariah Approved Securities.

33.2.3 Where a Trading Limit is granted to the Customer, in the event that any Securities charged to the Bank have become Non-Shariah Approved Securities, the Customer shall provide other Securities to be charged to the Bank having in the aggregate an Actual Security Value not less than the Bank's valuation of the Non-Shariah Approved Securities on the Announcement Date.

For the purpose of the Terms and Conditions herein, the "**Actual Security Value**" shall mean the Bank's valuation of the Securities and/or any other securities issued to the Bank as security from time to time other than the Pledged Securities.

34. **DECLARATION BY THE CUSTOMER**

34.1 The Customer declares and represents to the Bank that:-

34.1.1 the Customer have read and fully understood this Terms and Conditions and that they are legally binding on the Customer.

34.1.2 as at the date of the Customer's execution of this Terms and Conditions hereof, the Customer is not an undischarged bankrupt or not wound up (whichever applicable) and that no bankruptcy/winding up proceeding have been instituted against the Customer under the laws of Malaysia or in another jurisdiction and is not engaged in any unlawful activity nor are my monies are obtained from any illegal source or related to any illegal activity;

- 34.1.3 the information given by the Customer to the Bank are true and correct and the Customer hereby authorises the Bank to verify the same from any source. The Customer agrees that the Bank may close the Customer's Trading Account immediately in the event that any declaration made by the Customer herein is found to be false or materially inaccurate;
- 34.1.4 the Customer consents to the disclosure by the Bank of any information herein to any regulatory or enforcement authorities for the purpose of complying with the legal regulatory, compliance and risk management's requirements including but not limited to the purposes of compliance with the Foreign Account Tax Compliance Act of the United States of America ("**FATCA**") and the Common Reporting Standards required by the Organisation For Economic Co-operation and Development ("**OECD**");
- 34.1.5 the Customer consents to the withholding from the Trading Account or any other accounts the Customer has with the Bank such amounts and/or to the classification of the Trading Account or any other accounts the Customer has with the Bank as a reportable account(s) in accordance with the requirements of FATCA, OECD and/or any other applicable laws, regulations, agreement, regulatory guidelines or directives and/or to the suspension, recall or termination of the Trading Account(s), in the event the Customer fails to provide accurate and/or complete information and/or documentation as the Bank may require.
- 34.1.6 In addition to the above, the Customer also undertakes that, should there be any change in information or declaration provided to the Bank including the information provided and the declarations made in compliance with the FATCA and/or OECD requirements, the Customer shall provide the Bank with written notice of such change within thirty (30) calendar days.

34.1.7 Anti-Corruption and Anti-Money Laundering Laws

Anti-Corruption Laws

The Customer shall at all times operate the Customer's Trading Account and related accounts thereto ("**Accounts**") in compliance with Anti-Corruption Laws.

Anti-Money Laundering Laws

- (a) The Customer shall at all times ensure that no funds moving to and from the Customer's Accounts are proceeds of, or will be used for any unlawful activity in contravention of any Anti-Money Laundering Laws.
- (b) The Customer undertakes that the Customer shall not:
 - (i) use the Trading Account or other accounts with the Bank, directly or indirectly, for transactions involving any unlawful activity;
 - (ii) conceal or disguise the true nature of any unlawful activity; or
 - (iii) utilise any monies from the Trading Account or other accounts with the Bank for any money laundering or other unlawful purpose.

"Anti-Corruption Laws" means all applicable laws, rules and regulations relating to bribery and corruption including Malaysia's Anti-Corruption Commission Act 2009, United States' Foreign Corrupt Practices Act of 1977 and United Kingdom's Bribery Act 2010;

"Anti-Money Laundering Laws" means all applicable laws, rules and regulations relating to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities including Malaysia's Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001.

34.1.8 Sanctions

- (a) the Customer confirms and declares that the Customer is not an individual that is (i) currently subject to any Sanctions or (ii) located or resident in a country or territory that is the subject of Sanctions.

- (b) the Customer will not directly or indirectly, make available in any way any proceeds from the Trading Account or other accounts with the Bank to any individual or entity subjected to Sanctions or for any sanctioned purpose or for the benefit of any sanctioned countries/territory.
- (c) the Customer acknowledges that the Bank may not be able to process affected transactions that involve or are suspected to involve a breach of Sanctions or any requirements imposed by any authority having jurisdiction over the Bank or the affected transactions. The Bank shall not be responsible in any way for any failure or delay in processing any such transaction.

“Sanctions” means any sanctions directive or order administered or enforced from time to time by Malaysia, the United States (in particular sanctions administered through US’ Department of Treasury’s Office of Foreign Assets Control), the United Nations Security Council, the European Union or other authorities against any individuals or entities which are located, organized or resident in a designated country or territory.

34.1.9 The Customer declares and confirms that none of the Customer’s spouse(s), parents, children are in the employment of the Maybank Group. The Customer undertakes to inform the Bank immediately if any such relationship is established/ intended to be established. For the purposes of this clause, Maybank Group refers to:-

- (i) Equity Investment Centre (EICs) and Equity Investment Kiosk (EIKs), Maybank Group staff who is involved in permitted activities of Registered Persons under the Capital Markets and Services Act 2007; or
- (ii) Maybank Investment Bank Berhad.

34.2 The Customer declares and acknowledges that the dealing in securities in respect of the Trading Account are/shall be carried out by the Customer as principal and shall not be extended for use by third party. The Customer undertakes to inform the Bank if the dealing(s) in securities in respect of the Trading Account are carried out by the Customer as nominee on behalf of third party by completing and returning the disclosure form which can be obtained from the Bank. If the Bank did not receive the duly completed disclosure form, the Customer shall be presumed to be trading for himself as principal and not as nominee on behalf of third party. The Customer understands and acknowledges that the relevant regulatory body takes serious view of any misrepresentation arising from making an erroneous disclosure or not making a disclosure at all. Any breach of this clause by the Customer would entitle the Bank to exercise its rights under clause 34.3.

34.3 The Customer hereby further agrees that the Bank reserves the right to close the Customer’s Account immediately in the event that any declaration made herein and in any of the provisions of this Terms and Conditions is found to be false or materially inaccurate.

35. **STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT**

The Customer further acknowledges, declares and represents to the Bank that:-

- 35.1 the Structured Warrants Risk Disclosure Statement is provided to the Customer in accordance with the directives of the Rules of the Bursa Securities
- 35.2 the Customer understands and is aware that the risk of loss in purchasing structured warrants can be substantial;
- 35.3 the Customer has assessed that the purchase of structured warrants is suitable for the Customer in light of the Customer’s financial circumstances;
- 35.4 the Customer is aware that: -

- 35.4.1 the Customer is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
- 35.4.2 in order to realise any value from a structured warrant, it is necessary to sell the call warrants or exercise the call warrants on or before their expiry date;
- 35.4.3 under certain conditions, it may become difficult to sell the structured warrants;
- 35.4.4 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;
- 35.4.5 placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Customer's losses to the intended amount. Market conditions may not make it possible to execute such orders; and
- 35.4.6 the high degree of leverage that is obtained from call warrants because of the small initial outlay can work against the Customer as well as for the Customer. The use of leverage can lead to large losses as well as gain;
- 35.5 this brief statement cannot disclose all the risks and other aspect of purchasing structured warrants;
- 35.6 the Customer shall study the terms and conditions of any structured warrant and if in doubt, consult the Customer's broker before purchasing such structured warrant; and
- 35.7 the Customer has read this STRUCTURED WARRANTS RISK DISCLOSURE CLAUSE and understands its contents, which have been explained to the Customer.

36. **LEAP MARKET RISK DISCLOSURE STATEMENT**

- 36.1 The Customer acknowledges and has understands that:-
 - 36.1.1 The LEAP Market is aimed at facilitating access to the capital market by small or medium sized enterprises ("SMEs") to which a higher investment risk may be attached.
 - 36.1.2 This market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part 1 of Schedules 6 and 7 of the Capital Markets and Services Act 2007 ("CMSA").
 - 36.1.3 The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission Malaysia under section 233 of the CMSA.
 - 36.1.4 In the LEAP Market, sophisticated investors will have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.
 - 36.1.5 apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks.
- 36.2 The Customer agrees that the Customer should NOT invest in the securities offered unless the Customer is a sophisticated investor and has fully understood and is prepared to take the risks.
- 36.3 The Customer should assess whether the purchase of the securities is suitable for the Customer in light of their knowledge, financial means, investment objectives and the risk that the Customer is prepared to take.

36.4 The Customer acknowledge that risks of investing in such securities include but are not limited to the following:

36.4.1 Small Companies

Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market or Main Market and may not have a proven track record in terms of operating history or profit track record. Hence, the Customer should be aware that there is a higher risk of business failures which may adversely impact their investments should they choose to invest.

36.4.2 Minimum Requirements on Disclosure and Governance

The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only. This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect their ability to make fully informed investment decisions.

36.4.3 Liquidity Risks

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

36.5 The Customer acknowledges and agrees that the above statement cannot disclose all the risks and other significant aspects of trading securities in the LEAP Market.

36.6 The Customer hereby represents and warrants that the Customer has understood the key characteristics, business plan and financial information of the companies listed on the LEAP Market thoroughly and has carefully studied all the risks associated with securities in the LEAP Market and/or has sought independent professional advice before the Customer had decided to invest.

36.7 The Customer further represents that the Customer has read this LEAP MARKET RISK DISCLOSURE CLAUSE and understands its contents, which have been explained to the Customer.

37. CONSENT FOR DELIVERY OF E-STATEMENTS

37.1 The Customer acknowledges that upon the Customer's acceptance of these Terms and Conditions, and unless expressly stipulated by the Bank or unless alternative arrangements have been made with the Bank in accordance with the procedure stated below, the Bank shall have the right to replace paper statements, notices, advice, contract notes, and reminders previously mailed or otherwise provided to the Customer by the Bank in relation to the Customer's Trading Account with electronic copies of the same, and the Customer hereby expressly and irrevocably consent to said replacement of all paper documentation (including contract notes) and to be furnished with only the electronic copies thereof, henceforth.

37.2 The Bank shall in relation to such Trading Account cease to provide the Customer with hard copies of its statements, notices, advice, contract notes and reminders for as long as the Customer Trading Account is active. The foregoing however shall not apply to the service or delivery of demands, notices or other documents which are required to be served prior to commencing legal proceedings.

37.3 In the event that the Customer nevertheless wishes to continue to receive paper statements, notices, advice, contract notes and reminders in relation to the Customer's Trading Account from the Bank, the Customer shall contact the dealer's representative assigned to the Customer and submit a written request for the same. The Customer acknowledges that the

Bank shall have the right to impose charges in relation to such paper statements, notices, advice, contract notes and reminders.

- 37.4 For the avoidance of doubt and unless otherwise expressly stipulated by the Bank, the foregoing shall not apply to paper statements, notices and reminders in relation to Trading Account managed and operated by other companies within the Maybank Group or in relation to the latest applicable bill, renewal notice, advice and/or payment demand of selected payee corporations/billing corporations or other relevant corporations approved by the Bank from time to time, whereby issuance of hard copies of such statements is at the discretion of such parties and is based on the Customer's arrangement with them.

38. **ELECTRONIC SIGNATURE**

The Customer hereby consents to electronic signatures being equal to signatures inked on paper. The electronic signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Digital Signature Act 1997, Electronic Commerce Act 2006 or any other applicable law in the relevant jurisdiction.

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