

## ONLINE TRADING TERMS, PROCEDURES AND PRACTICES

### TERMS AND CONDITIONS FOR USE OF SERVICES

UOB Kay Hian Securities (M) Sdn Bhd ("**Company**") in collaboration with the Bursa Malaysia Derivatives Berhad ("**BMDDB**") and/or the Company's information and service provider have introduced an online trading platform, Derivative Order Management System services ("**OMS**") / Web Order Entry ("**WebOE**"). The OMS/WebOE 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. You desire the rights to access and use the OMS/WebOE 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 OMS/WebOE and subscription to the Services.

#### **1. Provision Of Services**

- 1.1 The Services provided by the Company consists of:-
- online electronic trading systems whereby the Client may buy, sell, deal in or otherwise derivatives products; and
  - any other facilities that may be introduced from time to time,
- and the Client has the option to subscribe to any one or more or any combination of the above named services.
- 1.2 The Company will provide any or all of the following facilities to the Client depending on the extent of the Client's subscription to the Services.
- 1.3 The Client's subscription to the Services shall be for a period determined by the Company from time to time.
- 1.4 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.
- 1.5 The Client shall open and maintain an online account ("**Online Account**") which the Client shall use for the purposes of, among others, executing buy, sell, trade or deal orders for the derivatives products ("**Orders**"). The Client shall execute the application form provided by the Company ("**Application Form**") and submit the same for approval by the Company. Upon the Company's approval, the Client shall be assigned a username and Personal Identification Number ("**PIN**") for the purposes of accessing the Client's Online Account. The Client acknowledges that the Company may, at its own discretion, reject the Client's application without assigning any reasons for doing so and without any liability whatsoever to the Client.
- 1.6 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.

#### **2. Media Of Services**

- 2.1 The Client shall access the OMS/WebOE to utilise the Services mentioned in Clause 1 above by using one or any of the following media:-
- Modem-equipped terminal or personal computer;
  - Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its clients.
- 2.2 The Client agrees that should the Client experience difficulties in using one of the medias of service listed in Clause 2.1, the Client shall attempt to use the conventional ways of communication, such as telephone call to communicate with the Company.
- 2.3 The Client further agrees that the Company may keep a record of all communication (including any transactions) between the Company and the Client for any purpose including to verify 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.

#### **3. No Guarantee Or Warranty & Limitation Of Company's Liability**

- 3.1 It is hereby acknowledged by the Client that the data, information, messages and other content ("**Information**") disseminated and/or provided through the Services to the Client derive either directly from the Company, BMDDB or from the Company's information and service providers.
- The Client acknowledges that the Company, BMDDB and the Company's information and service 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 BMDDB shall be responsible nor liable for.
- 3.2 The Client acknowledges that the Company, BMDDB and the Company's information and service providers, licensors, employees or agents shall not be liable in any way for:-
- 3.2.1 any inaccuracy, error or delay in, or omission of -
- (i) any such Information or any other aspect of the Services; or
  - (ii) the transmission or delivery of any such Information; or
- 3.2.2 any loss or damages arising from or occasioned by -
- (i) any such inaccuracy, error or delay in, or omission;
  - (ii) non-performance; or
  - (iii) interruption of any Information, or any other aspect of the Services, due either to any negligent act or omission by the Company or any disseminating party, or to any Force Majeure even including but not limited to flood, adversely inclement weather, earthquake or any other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, telecommunications, power or equipment fluctuation, malfunction or failure; or
- 3.2.3 any decision made or action taken by the Client or any other persons whomsoever in reliance upon the Information disseminated and/or provided by the Services.
- 3.3 The Company does not warrant the merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the Information furnished under the Services or any other aspect thereof, including but not limited to data, Information, messages, or access, or the execution, cancellation or amendment of any Orders, and the Client further agrees that the Company, BMDDB and the Company's information and service providers, licensors, employees or agents shall not be liable for any direct, consequential, incidental or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Company to execute, cancel or amend such Orders.
- 3.4 In addition to and not in derogation of any other terms of this Agreement, the Client acknowledges that, in providing the Services, the Company, BMDDB and the Company's information and service 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.

3.5 The Client further agrees that the Company, BMDDB and the Company's information and service 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.

3.6 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 be paid by the Client for the Client's access to and use of the OMS/WebOE and the Client's subscription of the Services herein.

#### 4. Orders and Cancellation Requests

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

4.2 OMS/WebOE The Client agrees to review the confirmation, cancellation and amendment in the OMS to ascertain that the Order(s) were correctly processed under these Services.

4.3 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.

4.4 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. 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

#### 5. License & Title To Information/Proprietary Rights

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

5.2 The Client acknowledges that the Company, BMDDB and the Company's information and service 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.

5.3 The Client agrees that it shall protect the contractual, statutory and intellectual property rights of the Company, BMDDB and the Company's information and service 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.

#### 6. Client's Sole Risk

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

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

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

#### 7. Notification By Client

7.1 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.

7.2 Should the Client fail to notify the Company in the time specified in Clause 7.1 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 7.1 shall not render the Company responsible or liable whatsoever for any of the situations stated thereto.

#### 8. Confidentiality

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

## 9. Fees

- 9.1 The client agrees to pay all subscription, service, user and other fees, if any, that the Company charges for the Electronic services and authorizes the Company to debit the Client's Account with the same;
- i. For the provision of the "OMS" online trading system to the client, a monthly subscription fee is chargeable by BMDB.
  - ii. For the provision of the "WebOE" online trading system to the client, there will be no additional charge by the Company.
- 9.2 Notwithstanding the above provisions, the Company may at its discretion vary the rate of such fees and subscriptions, at any time and from time to time without notice to the Client and without any liability whatsoever.
- 9.3 The Client agrees that the Company may impose additional fees in relation to the provision of the Services, subject to obtaining the prior agreement of the Client. In the event the Client is not agreeable to the Company imposing the additional fee(s), the Company shall have the option of terminating this Agreement in accordance with Clause 15 herein.

## 10. Continuing Security of Assets

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

## 11. Taxes & Licenses

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

## 12. Restrictions in Use of Services

- 12.1.1 The Company reserves the right to determine whether the Client is to trade via the Services on either.
- 12.1.2 The Client shall not be entitled to use the Services offered by the Company under this Agreement, if there exists any restriction whatsoever on the Client's Trading Account either imposed by the Company or by any relevant authorities.
- 12.1.3 The Company shall not be held responsible for any failure to provide the Services, including the execution of any Order arising out of any restrictions imposed. While the Company may inform the Client of such restrictions, the Client acknowledges that the Company is not obliged to do so and shall not be responsible for its failure to do so.

## 13. Deposit

- 13.1 The Company reserves the right to require the Client to place cash and/or acceptable collateral 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.
- 13.2 The Company reserves the right to require the Client to maintain a minimum balance at any one time in the Client's account. It shall be at the absolute discretion of the Company to determine the quantum of the said minimum balance to be so maintained. At the Company's absolute discretion, the Client's failure to maintain such minimum balance as stipulated by the Company would entitle the Company to terminate this Agreement in accordance with Clause 15 herein.
- 13.3 The Company shall neither be held responsible nor liable for any failure to provide or interruption in the Services arising out of the Client's failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by the Company.

## 14. Indemnity

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

## 15. Termination of Right of Access

- 15.1 Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith this Agreement, all or any part of the Services, the Client's right of access to and use of the OMS/WebOE 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.
- 15.2 In the event of such termination by the Company in Clause 15.1, 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.
- 15.3 Clauses 3, 6, 10 and 14 shall survive any termination of this Agreement.

## 16. Representations

- 16.1 The Client represents and hereby agrees that the following statements are and will continue to be true for so long as the Client has access to the Services:-
- That the Client agrees to be bound by the terms and conditions of this Agreement is not acting on behalf of any firm, corporation, partnership trust or association; and
  - That the Client will use the Information provided under these Services solely in connection with the Client's own personal investment activities and not in connection with any trade or business activities; and
  - That the Client is not a securities broker/dealer, investment 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).

**17. Acknowledgement**

- 17.1 The Client acknowledges that the Company is providing the Services on the basis of and on condition that the Client agrees to be bound by the terms and conditions contained in this Agreement. In addition to the terms and conditions contained in this Agreement, the Client also acknowledges that there may be other terms and conditions for the use of any of the Services in the OMS/WebOE .
- 17.2 Subject to Clause 17.3 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 OMS/WebOE 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.
- 17.3 The Client hereby agrees that the terms and conditions of this Agreement shall be read together with any other agreement relating to the trading of securities, entered into between the Client and the Company.

**18. Amendments and Modifications**

- 18.1 Notwithstanding Clause 17, the Company may in its absolute discretion and without any prior notice (whether in writing or otherwise) amend or vary the terms and conditions of this Agreement hereunder at any time or from time to time or impose any additional provisions, all of which shall be binding upon the Client as if the amendments and additional clauses had been originally set out in this Agreement.

**19. Governing Law**

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

**20. Time**

- 20.1 Time wherever mentioned shall be of the essence of this Agreement.

**18. Severability**

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

**19. Assignment & Successors**

- 22.1 The Client shall not assign or transfer any of its rights or obligations under this Agreement or any contract thereunder, except with the Company's prior written consent. The Client hereby expressly consents to the Company assigning or transferring any of its rights and obligations under this Agreement or any contract thereunder to any other party.
- 22.2 The terms and conditions of this Agreement shall be binding upon the successors-in-title and permitted assigns of the parties hereto.

**20. Waiver**

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

**21. Notification**

- 24.1 The Client hereby irrevocably consents to any notification to the Client by the Company, where required under this Agreement or where given under the Company's discretion, in any one or more of the following methods: -
- Written instruction to client
  - Updated terms and conditions available at the Company's website
- 24.2 Any failure or delay on the part of the Company to give notice to the Client in accordance with Clause 24.1 hereof, where required under this Agreement, shall not prejudice or have the effect of invalidating the subject matter of the notification.

**22. Headings**

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

*Signed by "the Client"*

Name:

NRIC/Passport No/Registration No:

*Signed by "the Company"*

Name:

NRIC No:

For and on behalf of

UOB Kay Hian Securities (M) Sdn Bhd