



APPLICATION FOR ELECTRONIC TRADING

(IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS ON THE ACCOMPANYING PAGES BEFORE FILLING THE FORM)

Name : _____

NRIC/Passport/ Company No. : _____

Contact No. : _____ (Home) _____ (Office)

_____ (Handphone) _____ (Office)

_____ (Facsimile) _____ (E-mail)

1) Trading Account No. : _____ CDS Account No. : _____

2) Trading Account No. : _____ CDS Account No. : _____

3) Trading Account No. : _____ CDS Account No. : _____

4) Trading Account No. : _____ CDS Account No. : _____

5) Trading Account No. : _____ CDS Account No. : _____

6) Trading Account No. : _____ CDS Account No. : _____

Branch : _____ Dealer's Representative : _____

Site for Installation (if Different from residential Address) : _____

DECLARATION

- I/We have read and clearly understood the terms and conditions for Electronic Trading and hereby undertake to abide and comply and am/are in a position to abide and comply with all the terms and conditions stated.
- I/We declare and agree that this application is subject to your approval and you are absolutely entitled at your sole discretion to reject this application or impose such conditions and/or restrictions as you may deem fit without giving any reasons thereto.

Witnessed By:

Signature _____ Name _____

Date: _____ NRIC No: _____

Date: _____

Witness may be your Dealer's Representative or Notary Public.

Note: For companies, please enclose the extract of the Board Resolution approving the application and Acceptance for the Electronic Trading.

TO BE COMPLETED BY DEALER'S REPRESENTATIVE

Agreed and Accepted By: _____ (Signature)

Name: _____

FOR OFFICE USE ONLY

RECEIVED BY HELPDESK _____ APPROVED BY _____ RECEIVED BY IT DEPT _____

TYPE OF SYSTEM GIVEN TO CLIENT : _____



GENERAL TERMS AND CONDITIONS FOR ELECTRONIC TRADING ACCOUNT

IMPORTANT NOTICE: THE CLIENT SHALL NOT UTILISE ANY OF THE SERVICES HEREINAFTER MENTIONED UNLESS THE CLIENT AGREES TO COMPLY AND IS IN A POSITION TO COMPLY WITH ALL THE CONDITIONS CONTAINED HEREIN

In consideration of Kenanga Investment Bank Berhad (Company No. 15678-H) (*formerly known as K&N Kenanga Bhd*) ("Kenanga") opening or maintaining an electronic account for trading in securities (the "**Account**") for the Client, the Client hereby unconditionally agrees to be bound by the terms and conditions herein contained (the "**Conditions**");

1. INTERPRETATION & DEFINITIONS

1.1 Except where the context otherwise requires, any reference in the Conditions to:

- (a) An "**Account**" means an account for trading in securities opened or maintained by Kenanga for the Client at the Client's request pursuant to an agreement made between the Client and Kenanga;
- (b) an "**agreement**" includes an accepted application, contract, deed, licence, or undertaking (in each case, whether oral or written);
- (c) an "**Application Form**" means the application form submitted by the Client (in writing) requesting for the opening of the Account and/or offering to subscribe for the Services;
- (d) an "**Authorised Person**" means any person authorised in writing by the Client to operate the Account and to give instructions and/or perform any other transaction relating to the Account;
- (e) "**Client**" and "**Kenanga**" includes references to their respective successors in title and permitted assigns;
- (f) "**Client's Obligations**" means all the indebtedness, liabilities and obligations owed by the Client to Kenanga in respect of the Services, the Conditions, any contract for the sale or purchase of securities or otherwise;
- (g) "**Conditions**" means the terms and conditions herein contained as the same may at any time to time be amended, varied, supplemented or replaced;
- (h) "**Due Date**" means the due date for any payment for the purchase of any securities, or the due date for delivery of any securities, to be made by the Client to Kenanga pursuant to the Fixed Delivery and Settlement System established under the Rules of Bursa Malaysia Securities Berhad;
- (i) "**Electronic Trading**" means the electronic trading facilities such as KenNet, KenWeb, KenWealth and any other types and means of electronic trading facilities and services that may be offered by Kenanga to its Clients from time to time and at its discretion;
- (j) "**Fees**" as described in clause 9.2 herein;
- (k) "**Information**" means information, data, facts, opinions and any other information provided through or in relation to the Services;
- (l) "**Information Source**" means any party providing the Information, including but not limited to any third party, stock exchange, company and other information services not related to Kenanga;
- (m) a "**law**" includes common or customary law and any constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed);
- (n) "**Links**" means any and all means by which one web page may permit its users/visitors to connect to or view another web page including by creating hypertext, logo or other graphical links or by framing the Content of the other web page within the window or frame of a browser or other application
- (o) "**party**" or "**person**" includes an individual, firm, corporation or other body corporate or unincorporate;
- (p) "**securities**" means, but is not limited to, money, securities, stocks, shares, bonds, warrants, options and any other financial instruments of every kind and nature and related contracts and options, including securities currently or hereafter held, carried or maintained by Kenanga or by any of Kenanga's affiliates, in Kenanga's possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of the Accounts now or hereafter opened;
- (q) "**Security Deposit**" means such sums of money as Kenanga may require the Client to deposit with Kenanga as security for the Client's Obligations pursuant to Clause 8.3;
- (r) "**Security Features**" means any verification code, passwords, security information and procedures, account numbers and User Ids supplied by/confirmed by Kenanga to the Client to access and operate the Electronic Trading account
- (s) "**Services**" means any of the services referred to in clause 2 that may from time to time be provided by Kenanga to the Client;
- (t) "**Tax**" shall be construed so as to include any tax, levy, impost, stamp or other duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- (u) any document or agreement includes references to such document or agreement as amended, novated, supplemented or replaced from time to time.

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1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing any gender include all genders;
- (c) words denoting the whole include any part;
- (d) references to the provisions of any statute or legislation include a reference to: (i) that statute or statutory provision; and (ii) all statutory instruments or orders made pursuant to it; as from time to time amended, extended, re-enacted or consolidated;
- (e) references to words and expressions denoting a collection or group consisting of two (2) or more constituents thereof include any one or more of such constituents;
- (f) headings are for ease of reference only and shall not affect the interpretation of the Conditions;
- (g) references to clauses herein are to clauses of the Conditions; and
- (h) any liberty or power which may be exercised or any determination which may be made hereunder by Kenanga may be exercised or made in Kenanga's absolute and unfettered discretion and Kenanga shall not be under any obligation to give any reason therefor.

2. SERVICES

2.1 The Services to be provided by Kenanga to the Client under this Agreement shall be solely for the Client's own purposes and the Services shall not be extended for use by third parties. Such services shall include any of the functions and services provided by Kenanga through Electronic Trading which include, without limitation, the following:

- (a) the request, transmission, execution and confirmation of orders for the sale and purchase of securities (whether via telephone, facsimile transmission, Intranet, Internet, e-mail or in writing);
- (b) on-line account status inquiries, account and order confirmation;
- (c) portfolio accounting services;
- (d) information services and price quotation services; and
- (e) such other services which Kenanga may provide to the Client as may be agreed to by the parties from time to time;

(collectively the "**Services**")

Kenanga may at any time and from time to time add to, cancel, vary or change the services to be provided by Kenanga without giving any notice therefor to the Client. Any such addition, deletion, variation or change shall not affect the other terms and conditions stated herein.

2.2 The provision of the Services shall be conditional on the Client's compliance with the Conditions. The Client shall only be entitled to utilise the Services in strict compliance with any security or other requirements imposed by Kenanga in its absolute discretion. Kenanga may at any time and from time to time impose any condition or requirement to ensure that the integrity and security of the Services will not in any way be compromised and the Client shall comply strictly with all such conditions and requirements.

2.3 The Client acknowledges that the Client's use of some of the Links or functions or services on the Electronic Trading facilities and services provided by Kenanga or its agents may be governed by additional terms and conditions. In the event the Client chooses to visit or view any other website established through these Links those additional terms and conditions will apply to the Client's use of such Links in addition to the Conditions herein.

2.4 The Client further agrees that Kenanga may in its sole discretion establish a Link for the Client to access into Third Party Content (any information or content provided by any party other than Kenanga on any electronic trading facility or services provided by Kenanga) which shall be on another website and Kenanga shall at no time be obliged to edit or manage (except to provide the Link) the Third Party Content nor verify the accuracy thereof and Kenanga shall further be entitled to exclude any liability in respect of the Third Party Content either through this clause and/or by the automatic appearance of an express disclaimer to that effect on any of Kenanga's Electronic Trading facilities and services.

3. INFORMATION

3.1 Information, data, facts or opinions provided through or in relation to the Services may have been obtained from third parties, stock exchanges, companies and other information services not related to Kenanga (collectively referred to as "**Information Sources**"). Kenanga believes the said information together with any other information provided by Kenanga (the "**Information**") to be reliable, but makes/gives no warranty or guarantee on the accuracy, completeness, or timeliness of the Information or the Information Sources, or on the authenticity, identity, competence or otherwise of any party who created, displayed, supplied or transmitted the Information.

3.2 Kenanga and the Information Sources shall not be liable to the Client for failure to ensure accuracy, completeness or timeliness of the Information, for failure to ensure authenticity, identity, competence or otherwise of any Information Source for any reliance by the Client on the Information provided through the Services, for the timeliness, accuracy or completeness of the Information, for any actions taken or decisions made by the Client in reliance on the Information or the Services, or for any interruption of the Information or any other aspects of the Services.

3.3 Kenanga makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the Information, the Information Sources and the Services, including without limitation, any access to the Services or the execution of orders.

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4. NO ADVICE

- 4.1 The Client acknowledges that neither the Services nor any of the Information provided thereunder is intended to amount to or constitute advice of any nature to the Client (including tax or legal advice). Although the Services provide access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by Kenanga and the Services shall not be construed as amounting to offers, invitations or solicitation to buy or sell the securities concerned.
- 4.2 Kenanga does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all orders made by it through the Services and executed by Kenanga pursuant thereto are made at the Client's sole and absolute risk, and are accepted by Kenanga on the basis that they constitute the Client's own judgement arrived at independently.

5. PROPRIETARY INFORMATION

- 5.1 The Information and the Services are the property of Kenanga, the Information Sources or others and are confidential or the subject of copyright or other applicable moral or intellectual property rights. The Client may not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information or the Services in any manner without the express written consent of Kenanga and the relevant Information Sources, or use the Information or the Services for any unlawful or unauthorised purpose. The Client shall comply with any requests by Kenanga to protect the Information Sources' and Kenanga's respective copyrights, other intellectual property rights or moral rights, whether statutory or under the common law or any other relevant law, in the Information and the Services.
- 5.2 In relation to any software provided to the Client by Kenanga in relation to the Services, the Client acknowledges that such software is not sold but only licensed to the Client for the Client's personal use and may not be sublicensed by the Client to any other party whatsoever.

6. INSTRUCTIONS AND VERIFICATION

- 6.1 Kenanga shall be entitled to buy and sell securities for or deal with monies in the Account or perform any other transaction relating to the Account upon the verbal or written instructions (including via Internet e- mail) of the Client or any persons authorised in writing by the Client (the "**Authorised Persons**") but Kenanga shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving a reason for such refusal. Where a discrepancy occurs between instructions given by telephone, facsimile, Internet, e-mail or other telecommunication and instruction in any subsequent written confirmation, Kenanga's record of the telephone, facsimile or telecommunicated instruction or e-mail message will prevail. The Client shall be responsible and liable for the actions or instructions of the Authorised Persons and Kenanga shall not be concerned as to whether an Authorised Person has been given the proper authority or continues to have the proper authority by the Client to act on the Client's behalf.
- 6.2 The Client undertakes to safeguard any and all **Security Features**. The Client shall be responsible for the confidentiality and use of the Client's Security Features. The Client is responsible and liable for all orders entered through and under the Client's Security Features and any information or orders so received by Kenanga will be deemed to have been received from or authorised by the Client, regardless of whether such orders or information were encrypted by the Client prior to transmitting to Kenanga. The Client agrees that no claims shall be made by the Client or on the Client's behalf in respect of any losses, costs and expenses incurred by the Client as a result of such unauthorized usage of the Security Features. The Client further agrees that Kenanga shall not be liable in any way for any losses, damages, costs and expenses (including any legal fees on a solicitor client basis) incurred by the Client as a result of such unauthorized usage of the Security Features.
- 6.3 All orders shall be deemed to be made at the time received by Kenanga and in the format received. The Client acknowledges and accepts, without limitation or liability to Kenanga, that when placing orders for securities, there will be times when a quoted price will change prior to the trade's execution due to market circumstances and that not all orders will be executed in chronological sequence with the order being placed.

7. NOTIFICATION BY CLIENT

The Client shall notify Kenanga in writing not later than 24 hours from the time the Client becomes aware of any:

- (a) loss or theft of the Client's verification code, passwords, and/or account numbers or other personal or security information relating to the Client's account or the Services; or
- (b) unauthorised use or interception of any of the Client's verification code, passwords and/or account numbers, or other personal or security information relating to the Client's account or the Services, or any Information; or
- (c) failure by the Client to receive an acknowledgement from Kenanga that an order initiated by the Client through the Services has been received and/or executed through the Services; or
- (d) receipt of confirmation of an order which the Client did not place, or any similarly inaccurate or conflicting report, account statement or Information; or
- (e) failure by the Client to receive accurate confirmation of an order or its execution, via Internet e-mail at the Client's Internet address notified to Kenanga, within same business day after entering the order through the Services; or
- (f) discrepancy between any report produced or made available to the Client by Kenanga on any medium (including any electronic bulletin board), or in the Client's portfolio, or an Information Source, and any other such report or confirmation of a trade or order.

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Any failure by the Client to notify Kenanga in writing within the said 24 hours in respect of those issues mentioned in Clauses 7(a) and (b) shall entitle Kenanga to take such measures as Kenanga in its absolute discretion deems necessary for the best interests of Kenanga and the Services.

Any failure by the Client to notify Kenanga, in writing within the said 24 hours in writing in respect of those items, issues or matters arising as described in Clauses 7(c), (d), (e) and (f) shall mean that the Client has accepted any such failure, receipt or discrepancy as described in Clauses 7 (c), (d), (e) and (f).

8. PAYMENTS, DEPOSITS AND SECURITY

8.1 The Client shall on demand pay to Kenanga such sums of money to enable Kenanga to discharge any liability incurred or to be incurred in connection with transactions effected or to be effected under or pursuant to the Account or via the Services and shall on demand reimburse and indemnify Kenanga for all costs and expenses incurred by Kenanga in connection therewith. Notwithstanding anything contained in clause 21, any demand for payment by Kenanga hereunder may be made verbally and shall be deemed made on the date of first demand for such payment.

8.2 Kenanga may at its absolute discretion from time to time and at any time, require the Client to deposit with Kenanga a sum equal to part of or the whole of the value of securities purchased or to be purchased under the Account.

8.3 In addition to and without prejudice to clause 8.2, Kenanga may at its absolute discretion from time to time require the Client to deposit with Kenanga such sums of money as Kenanga may (at its absolute discretion) determine (the "**Security Deposit**") as additional security for all the indebtedness, liabilities and obligations owed by the Client to Kenanga in respect of the Services, the Conditions, any contract for the sale or purchase of securities or otherwise (the "**Client's Obligations**"). The Security Deposit shall not bear interest and shall not be returned to the Client while any of the Client's Obligations remains outstanding. Without prejudice to clause 25.1, Kenanga shall be entitled, without notice to the Client, to set-off any amount owing by the Client to Kenanga against the Security Deposit held by Kenanga. For the avoidance of doubt, the parties confirm that the Security Deposit is not a mechanism to enable leverage or margin trading.

8.4 Without prejudice to clause 6.1, if the Client fails and/or refuses to place such deposit as required by Kenanga pursuant to clauses 8.2 or 8.3, Kenanga shall be entitled to refuse to carry out the Client's instructions.

8.5 Without prejudice to clause 8.4, the Client may be restricted from using the Services to effect any transaction (including placing any orders for purchase or sale) if there are not sufficient funds or securities in the Account to cover the obligations or liabilities of the Client contemplated by the transaction. Kenanga shall not be responsible or liable for any delay or failure to provide the Services, including the execution of any securities order, in the event there is restriction on the Account or the Client delays or fails to make any required deposit pursuant to clause 8.2 or 8.3.

8.6 All cash payments must be made personally at the payment counter of Kenanga and the Client shall ensure that an official receipt from Kenanga is issued in respect of such payment. The details stated in the official receipt issued shall be taken as correct unless Kenanga is notified of any discrepancies or errors immediately before the Client leaves the premises. Kenanga shall not be liable for any claims of cash payment purportedly made to Kenanga unless such payment is evidenced by an official receipt from Kenanga.

8.7 All payment by cheque/draft shall be drawn in favour of Kenanga Investment Bank Berhad. The Client shall state clearly on the reverse side of the cheque/draft, the account number and the nature of the payment. Kenanga shall not be liable for any cheque/draft that may be misplaced or misappropriated if such cheque/draft had been given by the Client to the dealer's representative.

8.8 All securities and other property of the Client in any Account shall be subject to a lien for the discharge of any and all of the Client's Obligations, and Kenanga may, at any time and without notice to the Client, use and/or transfer any or all securities and other property in any Account in which the Client has an interest, for any reason whatsoever.

9. COMMISSION AND FEES

9.1 The Client shall pay Kenanga commission for any purchase or sale of securities or other transaction in respect of the Account in accordance with the Rules of Bursa Malaysia Securities Berhad, and/or any other relevant exchange.

9.2 In addition to Clause 9.1, the Client agrees to pay any and all Fees due to Kenanga within seven (7) days from the date of any written notice to the Client for payment of the said fees and hereby further unconditionally authorises Kenanga to automatically debit the Fees against any sales proceeds, contra profit or against any other credit balances standing in the Client's Account. If the Fees are not fully settled within the said seven (7) days period, Kenanga reserves the right to immediately suspend or terminate the Services without further notice until full payment of the Fees has been received. The term "Fees" shall be taken to include:

- (a) all subscription and service fees as may be prescribed by Kenanga from time to time for the provision of the Services which shall be payable monthly in advance on a non-refundable basis; and
- (b) any other reasonable fees and charges as may be imposed by Kenanga at its sole discretion from time to time for Services and facilities rendered to the Client under this Agreement;

9.3 The Client agrees that Kenanga may at its sole discretion vary the rates of the Fees.

9.4 The Client shall pay all taxes applicable to the Client's use or receipt of the Services.

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9.5 The Client agrees to pay interest at a rate of 13.5% per annum on a daily basis or such rates and on such periodic rests as Kenanga may determine from time to time on all amounts owing by the Client to Kenanga from the due date for payment up to the date of full realization including after any Court Judgment that Kenanga may obtain against the Client.

10. SELLING-OUT/BUYING-IN

10.1 In accordance with the Fixed Delivery and Settlement System established under the Rules of Bursa Malaysia Securities Berhad, if the Client fails to make payment for any securities purchased by Kenanga on the Client's behalf pursuant to the Services or deliver any securities for which the Client is liable to deliver to Kenanga on the due date for such payment or delivery ("the **Due Date**"), Kenanga shall be entitled to sell-out or buy-in such securities as may be required to clear the Client's position with Kenanga, without notice to the Client. Any selling-out or buying-in, as the case may be, shall be effected in accordance with the Rules of Bursa Malaysia Securities Berhad.

10.2 Kenanga shall not be liable to the Client for any loss or damage suffered by the Client as a result of any fall or rise in the market price of the securities between the first day the right to sell-out or buy-in, as the case may be, arose and the day Kenanga actually sells or purchases the relevant securities. The Client acknowledges that a prior demand or call shall not be considered a waiver of Kenanga's rights under this clause 10. The Client shall indemnify Kenanga for all losses incurred in respect of or arising from any liquidation or purchase of securities as aforesaid.

11. DEALER'S REPRESENTATIVE

The Client confirms and agrees that in the purchase and/or sale of any securities under the Account or via the Services by any Dealer's Representative on the Client's and/or the Authorised Person's instructions or, though without their instructions, but with their consent and/or authority (expressed, implied or otherwise) and/or knowledge, such Dealer's Representative shall be deemed to be the Client's agent whether or not such Dealer's Representative is deemed to be engaged or employed by the Client in law, and the Client shall be liable to Kenanga for all costs, expenses, damages, losses, fees, charges, rates or duties which may be suffered or incurred by Kenanga in respect of all such securities transacted. The Client further confirms that any Dealer's Representative authorised by the Client and/or the Authorised Persons to collect and/or deliver cheques, any securities purchased or sold by them shall be deemed to be the Client's agent in the collection and/or delivery of such cheque and other securities.

12. CUSTODIAN AND NOMINEE SERVICES

12.1 The Client may appoint Kenanga to act as the share custodian and nominee and if so appointed, any securities deposited by the Client with Kenanga or purchased by Kenanga on behalf of the Client, and held by Kenanga for safe-keeping or otherwise be maintained in a CDS account registered in the name of Kenanga's nominee according to the rules and regulations of the Bursa Malaysia Depository Sdn. Bhd.

12.2 The Client acknowledges that if the securities are registered in the name of Kenanga's nominee, the securities will be held by Kenanga's nominee on such terms and conditions as may be determined by them from time to time. Kenanga's nominee shall be under no responsibility to forward to the Client any notices, proxies or other documents or communications in respect of the securities. In the absence of any written instruction from the Client with regards to any corporate action, Kenanga and its nominee shall not act on behalf of the Client. Kenanga and its nominee shall not be liable, in the absence of fraud or willful default, for any loss that the Client may suffer as a result of the non-action by Kenanga or its nominee. The Client further undertakes to indemnify Kenanga or Kenanga's agent or nominee against all costs, charges and expenses that may be incurred by Kenanga or Kenanga's agent or nominee in respect of any action taken and of the securities held by Kenanga's nominee.

12.3 The Client agrees and undertakes to be fully responsible for the trades executed under the nominee trading account so opened pursuant to the appointment of Kenanga as the share custodian and nominee and the rules of Bursa Malaysia Securities Berhad.

13. AGENTS

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

14. REPRESENTATIONS/ MODIFICATION

14.1 The Client acknowledges that, in providing the Client with the Services, Kenanga has relied upon the Client's representation to be bound by the Conditions. The Client further acknowledges that the Conditions and any agreement made in writing by Kenanga and the Client constitute the complete statement of the agreement between the Client and Kenanga in relation to the Services and the Information, and that there are no other prior or contemporaneous promises, representations or descriptions regarding the Services or the Information made by Kenanga, even if they are contained in materials provided by Kenanga or any Information Source.

14.2 Kenanga may at its absolute discretion amend or vary the Conditions at any time and from time to time and/or impose additional terms and conditions by *notice in writing* to the Client in accordance with the provisions of clause 21. The Client's use of the Services after receiving such notice shall indicate the Client's acceptance of the amendments or variations.

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- 14.3 Notwithstanding clause 14.2, the Client agrees to be bound by any amendments to the Conditions (including the imposition of additional terms and conditions) as may be made by Kenanga from time to time whether or not notice thereof has been received by the Client.

15. RULES AND REGULATIONS

The Client agrees and undertakes to:

- (a) abide by the Rules of Bursa Malaysia Securities Berhad and the Malaysian Exchange in Securities Dealing and Automated quotation as well as any other existing rules, laws or regulations governing Electronic Trading and/or the Services being in force and any amendments or revisions thereof, as well as any new rules and regulations to be enforced from time to time;
- (b) comply with all policies and procedures established by Kenanga in respect of the Account and the Services, including, but not limited to, the imposition of limits for trading.

16. CONFIRMATION

- 16.1 The Client agrees to do all such acts and things which are in the reasonable opinion of Kenanga necessary or desirable to ratify or confirm anything done by Kenanga in respect of the Account or the Services.
- 16.2 The Client represents and warrants that the Client has good title to such shares, stocks or securities that the Client may sell through Kenanga and the Client further undertakes to promptly deliver to Kenanga documents of titles in respect of securities sold by the Client or on the Client's behalf.
- 16.3 Kenanga may from time to time require the Client to provide Kenanga with such information or documentary proof in respect of the matters set out in the Application Form and the Client undertakes to inform Kenanga in writing of any change of any particulars set out in the Application Form or in any other information furnished by the Client to Kenanga.

17. TERMINATION OF ACCOUNT AND SERVICES

- 17.1 The Client may terminate the Account or the Services upon giving not less than one (1) month's written notice in advance to Kenanga and upon payment of all moneys outstanding and payable or which will become payable to Kenanga in respect of the Account, the Services or otherwise and the full discharge of all the Client's Obligations.
- 17.2 Notwithstanding anything contained in clause 21, service of notice of termination by the Client to Kenanga shall be effective only upon actual receipt thereof by Kenanga.
- 17.3 Kenanga may terminate the Account or the Services or any part thereof at any time in its absolute discretion, without notice and without giving any reason for such termination and Kenanga shall not be liable for any losses or damages caused by any such termination whether or not such loss or damage could have been reasonably foreseen by Kenanga. Upon such termination, the Client shall pay all moneys outstanding and payable or which will become payable to Kenanga in respect of the Account, the Services or otherwise and the full discharge of all Obligations of the Client to Kenanga.
- 17.4 Upon termination of the Account or the Services or any part thereof, and without prejudice to clause 25, Kenanga shall be entitled to sell all securities held in the Account or any additional securities placed as collateral in a collateral account and apply the net proceeds of any sale towards settlement of all Client's Obligations without prior notice to the Client. Kenanga shall not be liable to the Client for any loss or damage suffered by the Client as a result of such sale.
- 17.5 Neither Kenanga nor any Information Source shall be liable to the Client for any claims, costs, damages or losses whatsoever that may arise or that may be suffered or incurred by the Client as a result of a termination of the Account or the Services or part thereof by Kenanga, or the termination of any agreement with an Information Source.
- 17.6 Upon termination of the Services, any software licensed to the Client shall be returned to Kenanga and all copies and documentation in respect thereof in the Client's possession or control shall be returned to Kenanga or destroyed in a manner satisfactory to Kenanga. Under no circumstances is the Client entitled to retain or use such software or any copies or documentation in respect thereof after termination of the Services.
- 17.7 Any fees, expenses, costs and other charges of Kenanga accrued or incurred up to the effective date of termination shall be paid by the Client.

18. WAIVER

Any forbearance or failure or delay by Kenanga in exercising any right, power or remedy hereunder shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless such rights, powers or remedies are specifically waived by Kenanga in writing.

19. STATEMENTS

- 19.1 Kenanga will provide the Client with a written statement/contract note of each transaction effected in relation to the Account; and such statement/contract note shall be conclusive evidence of the matters stated therein except in the case of manifest error or fraud. If the Client wishes to raise any objections in relation to any statement/contract note, the Client shall do so in writing within 14 calendar days from the date of such statement/contract note; otherwise the Client shall be deemed to have accepted the contents thereof.

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19.2 A statement by any of Kenanga's officers as to the amount due and owing from the Client shall be conclusive evidence thereof, except in the case of manifest error.

20. NON ASSIGNMENT AND CREDIT CHECK

20.1 The Client shall not be entitled to assign any of the Client's rights, title or interest herein and/or in the Account or the Services.

20.2 Kenanga is hereby authorised to conduct a credit inquiry or check on the Client with any financial institution or any other department or body for the purpose of ascertaining the Client's financial situation and/or investment objectives.

20.3 The Client declares that he is not a bankrupt as at the date hereof and also has not defaulted nor is the Client a defaulter on the Bursa Malaysia Securities Berhad list.

21. NOTICES

21.1 Any notices, instructions or other communications given hereunder or in connection with the Account may be verbal or written unless otherwise required by the Conditions, the Rules of Bursa Malaysia Securities Berhad, and/or any other exchange. All verbal notices, instructions or communications from the Client to Kenanga shall be followed by a confirmation in writing provided always that Kenanga may but shall not be obliged to act on any verbal notices, instructions or communications whether or not the same have been confirmed in writing.

21.2 All notices, instructions and other communication given by letter, telex, fax transmission or other electronic means (including Internet and/or e-mail) shall be addressed to or left at, in the case of Kenanga, the business address, telex and/or facsimile number and/or e-mail address of Kenanga at the relevant time and in the case of the Client, the postal address, telex and/or facsimile number and/or e-mail address stated in the Application Form or as notified to Kenanga by Client from time to time. All such notices, instructions or other communications given by Kenanga to the Client as aforesaid shall be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of telex, facsimile or other electronic means upon dispatch. All notices, instructions or other communications sent by the Client to Kenanga shall not be effective until actual receipt thereof by Kenanga. In relation to notices by electronic means (including Internet and/or e-mail) to Kenanga, such notice shall not be effective unless sent to an electronic address or messaging system (including an e-mail address) specified by Kenanga for such purpose, is actually received by the stipulated officer of Kenanga, and in a format readily decipherable by such officer of Kenanga.

21.3 The Client is aware and agrees that any notices, instructions or other communications to be sent by the Client to Kenanga via Internet and/or e-mail shall be given only in accordance with the security requirements stipulated by Kenanga from time to time. The Client further agrees that if notices, instructions or other communications are given by the Client to Kenanga via Internet and/or e-mail, there will be an irrefutable presumption that any notices, instructions or other communications received by Kenanga through Internet and/or e-mail, purporting to be given by the Client, are actually given by the Client and the Client shall be bound by and be responsible and liable for all consequences relating thereto, as if such notices, instructions or other communications had been given by the Client, even if the Client is able to prove that such notices, instructions or other communications was not given by the Client.

22. LAW AND JURISDICTION

The Conditions herein is subject to and governed by and shall be interpreted and construed in accordance with the Rules of Bursa Malaysia Securities Berhad and the laws of Malaysia. The Client hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Malaysia save that Kenanga will be at liberty to proceed with any legal action against the Client in any court in any other jurisdiction.

23. SERVICE OF PROCESS

The Client further agrees that in any action arising out of or relating to the Account, the Services or the Conditions, service of any writ of summons or other originating process or Court document may be effected on the Client by leaving the same at the address set out in the Application Form or at such address as the Client may notify Kenanga in writing pursuant to the Conditions herein where communications may be sent to the Client and if such address shall be a postal box number or other mail address then service of the said documents may be effected by posting the same to such address and the Client hereby irrevocably confirms that service of such documents in the manner aforesaid shall be deemed good and sufficient service on the Client and the Client agrees to waive any right to demand personal service in respect of such writ of summons or any other originating process or Court documents.

24. INVALIDITY

If any of the provisions of the Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

25. SET-OFF

25.1 Kenanga shall be entitled at any time, without notice to the Client, to set-off all or any of the Client's Obligations against any amount standing to the credit of the Client under the Account or any moneys payable by Kenanga to the Client whether the Client's Obligations are incurred under or pursuant to the Account or otherwise, are actual or contingent or in a currency different from the currency in the Account or the currency of the amount payable to the Client by Kenanga.

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Kenanga shall be entitled to effect any currency conversion at the prevailing currency conversion rates as determined by Kenanga at its absolute discretion.

- 25.2 Without prejudice to clause 25.1 the Client authorises Kenanga to debit from the Account any commissions, fees or charges payable in respect of the Services to which the Client subscribes, whether such Services are supplied by Kenanga or a third party.

26. LIMITATION OF LIABILITY/FORCE MAJEURE

- 26.1 Kenanga shall not be liable to the Client in any manner whatsoever for any partial performance or non-performance of its obligations hereunder arising from or otherwise resulting directly or indirectly from any cause, event or circumstances whether or not such cause, event or circumstance was under Kenanga's control, including, but not limited to, the following events:

- (a) any breakdown or failure of transmission, communication or computer facilities;
- (b) the failure of any relevant correspondent or other agent or principal of Kenanga or any Information Sources, depository, dealer, exchange, clearing house or regulatory or self-regulatory organisation for any reason whatsoever to perform its obligations;
- (c) any government restriction, exchange ruling, suspension of trading, war, strike, industrial action, civil commotion, riot or national disaster;

- 26.2 Without prejudice to the generality of clause 26.1 above and clauses 4 and 12.2, Kenanga shall not be responsible or liable for any losses, damages, expenses or costs that the Client may suffer or incur:

- (a) due to the acts/ omissions/ failure of Kenanga or any of its servants or agents or independent contractors, to execute or perform any transactions which it is authorised to do under the Conditions or pursuant to any request, instructions or orders from the Client and/or the Authorised Person;
- (b) in respect of any advice or opinion which may be given to the Client;
- (c) due to any entry or omission to make any entry in the Client's Account which may be made or required to be made otherwise in connection with any request, instructions or orders from the Client.
- (d) due to any failure in the electronic trading system whether the same is caused by Kenanga or any of its servants or agents or independent contractors
- (e) due to any failure by the client to obtain and or verify the confirmation for any trade howsoever that failure was caused

- 26.3 Without prejudice to other provisions of this clause 26:

- (a) Kenanga and the Information Sources shall not be liable to the Client or any third party for any direct, consequential, incidental, special, or indirect damages, including, but not limited to, loss of profits, trading losses and damages that result from any interruption, interference, delay, inconvenience or loss of use of the Services, even if Kenanga and the Information Sources have been advised or are aware of the possibility of such damages or losses arising;
- (b) neither Kenanga nor the Information Sources shall be liable for any failure of any computer hardware, application software or software which operates computer hardware utilised in relation to or in respect of the provision of the Services;
- (c) Kenanga and the Information Sources shall not be liable for any loss or damages resulting from a cause over which they do not have control, including without limitation, failure of electronic or mechanical equipment or communication lines, telephone or other interconnected problems, unauthorised access, failure of public transportation, common carrier communication or utility systems, data or other theft (including the theft of passwords, codes or log-in sequences) and operator errors.

- 26.4 The Client acknowledges that Bursa Malaysia Securities Berhad is the regulatory and supervisory authority of Kenanga and Bursa Malaysia Securities Berhad shall 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, scrutinisation be carried out at reasonable hours. The Client acknowledges that it shall not hold Kenanga liable for any liability, losses that may be incurred as a result of the action and omissions carried out by Bursa Malaysia Securities Berhad.

27. INDEMNITIES

- 27.1 The Client shall indemnify and keep Kenanga, its officers employees or agents indemnified from and against all actions, suits, proceedings, claims, demands, liabilities, losses, damages, costs and expenses of any nature (including but not limited to legal costs on a full indemnity basis) arising directly or indirectly:

- (a) out of any action taken or omitted to be taken in good faith by Kenanga pursuant to any instructions, notice or request by the Client and/or the Authorised Persons or pursuant to the Conditions;
 - (b) in the enforcement of the Conditions and/or the recovery of any sums owed by the Client under the Account or in respect of the Services; or
 - (c) from claims of third parties which may be brought or asserted in respect of any securities deposited with Kenanga or in respect of the Services, or against Kenanga by reason of its holding or having received or held such securities from the Client under or pursuant to the Account or otherwise in respect of the Services.
- This indemnity shall survive any termination of this Agreement and/or any agreement made between the Client and Kenanga.

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27.2 The Client shall indemnify and keep Kenanga and the Information Sources indemnified from and against all and any actions, suits, proceedings, claims, demands, liabilities, losses, damages, costs and expenses (including but not limited to legal costs on a full indemnity basis) arising from the Client's breach of any of the provisions of the Conditions of this Agreement and/or any agreement made between the Client and Kenanga or the infringement or violation of any third party's rights including, without limitation, copyright, rights of confidence, other intellectual property rights, moral and privacy rights. This indemnity shall survive any termination of this Agreement and/or any agreement made between the Client and Kenanga.

28. CURRENCY CONVERSION

28.1 Any amount due or payable by the Client to Kenanga shall be paid in the currency of the debt. In the event the Client does not do so, Kenanga may convert the debt into any currency at the prevailing currency conversion rate as determined by Kenanga at its absolute discretion, or purchase any currency for settlement of the outstanding debt at a conversion rate determined by Kenanga in its absolute discretion.

28.2 The Client further agrees and acknowledges that any risk of loss or damage or any cost or expense arising from the conversion of one currency to another currency pursuant to or in relation to this agreement shall be borne by the Client. The Client shall indemnify Kenanga against any loss sustained by Kenanga as a result of any conversion and shall in any event indemnify Kenanga against the cost of making any purchase of currency.

28.3 These indemnities constitute a separate and independent obligation from the other obligations in the Conditions, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Kenanga and shall remain in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any sum due from the Client to Kenanga in respect of the Account or the Services or under the Conditions or any judgement or order. No proof of evidence of any actual loss any be required.

29. DISCLOSURE

Kenanga is authorised to disclose such information regarding the Client and/or concerning the Account or the Services as Kenanga shall be obliged to under or pursuant to any applicable rules or customs of any exchange or market and/or clearing house and/or laws, and the Client further authorises and consents to the disclosure by Kenanga of any information relating to the Client and/or the Account upon the demand, order or request of Bursa Malaysia Securities Berhad, or any other authority having jurisdiction over Kenanga or any government authority, statutory body or court of law. The Client also acknowledges that Kenanga may transfer or disclose any information relating to the Client and /or the Client's account for the purpose of risk management and compliance to any regulatory or statutory body, Kenanga's subsidiaries, its auditors, legal counsels and other professional advisors.

30. ILLEGAL PURPOSES

The Client represents warrants and undertakes to Kenanga that it has not and that it will not make use of the Services to be provided by Kenanga to the Client for any illegal or improper purposes (including for purposes of effecting money-laundering operations).

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DECLARATION BY

I/We have read and understood the terms and conditions stated above.
I/We agree to comply and am/are in a position to comply with all the terms and conditions herein.

CLIENT WITNESSED BY:

Name:

NRIC No.:

Name:

NRIC No.:

(Witness may be your Dealer's Representative or a Notary Public)

Name:

NRIC No.:

Name:

NRIC No.:

Company Common Seal/Rubber Stamp

Date: