

## Alliance Share Trading Terms and Conditions

Welcome to Alliance One Invest

### 1. ACCOUNT OPENING, OPERATION AND MAINTENANCE

- 1.1 Account Opening: I/We hereby request and authorise ALLIANCE INVESTMENT BANK BERHAD ("**AIBB**") to open a **Trading Account** (the "**Trading Account**") for the trading in stocks, shares and other securities ("**Securities**") listed on any exchange approved by Alliance Bank Malaysia Berhad ("ABMB")/AIBB ("the Bank") whether in Malaysia or in other countries (the "**relevant exchange(s)**") including, if necessary a securities account(s) with the Bursa Malaysia Depository Sdn. Bhd. ("Bursa Malaysia Depository") or any centralised depository or clearing agency. All dealings in Securities carried out by me/us or on my/our behalf shall be executed through AIBB or such other stockbroker as the Bank may in its absolute discretion decide ("Stockbroker"). For the purpose thereof, the Bank shall be irrevocably authorised to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by me/us or by the Stockbroker to utilise the trading account for the purpose of settlement of all dealings in Securities (including payment of all charges, interest and penalties imposed by the Bank in connection therewith) carried out by me/us or on my/our behalf under the Trading Account.
- 1.2 Compliance with laws, guidelines, policies and procedures: I/ We undertake to comply with and observe all the applicable law, by-laws, rules, regulations, orders, policies, procedures, circulars, directives and whatsoever requirements of the relevant exchange(s) on which the Securities are listed and its clearing organization on which such transactions are executed or cleared by the Bank (and such relevant exchanges and/or regulatory and/or supervisory authorities, whether in Malaysia or overseas shall hereinafter be collectively referred to as "**the relevant authorities**").
- 1.3 Requirements: I/ We further acknowledge and agree that in compliance with the applicable relevant requirements in force, the Bank may at its absolute discretion:
- Refrain from acting until such information as required by it is furnished by me/us to it; and/or
  - Verify such information received from me/us to the Bank's satisfaction, and/or
  - Refrain from doing anything as a result of such information, which would or might, in the Bank's opinion, be contrary to any relevant requirements and/or may do anything which is in its opinion necessary to ensure compliance with such relevant requirements. The Bank shall not be liable for any loss or consequences of whatever nature arising from or due to events described in this clause.
- 1.4 **CDS Account**: I/We agree and undertake to open and maintain an account with Bursa Malaysia Depository ("CDS Account") through AIBB as Authorised Depository Agent ("ADA") and to pay all relevant fees and charges in respect of such account and all transactions made thereunder.
- 1.5 **Nominee Service**: the Bank may hold the Securities purchased by me/us (in local and/or foreign exchanges) whether directly or through a nominee or custodian and all costs associated with the holding of securities shall be borne by me/us.
- 1.6 **Security Deposit**: I/We undertake to pay and maintain the amount of security deposit as required by the Bank and at any time to add to the said deposit as and when required by the Bank, and further to make immediate payment against delivery of stocks, shares and/or other securities (hereinafter referred to as "the Securities") purchased by me/us and/or on my/our behalf and authorise the Bank to apply such payment/deposit in any manner as the Bank may in its absolute discretion decide. I/We further undertake to pay the amount of deposit required by the Bank on purchase contracts made on my/our behalf, the balance of which, if any, shall be paid immediately on delivery of any Securities, or upon request by the Bank.
- 1.7 **Telephone Orders**:
- I/We agree that all orders made through the telephone shall be deemed to be confirmed without any requirement on the Bank's part to conduct any verification and/or furnish any proof of such verification and/or such order and any transactions if executed are at my/ our own risk.
  - I/We agree to telephone conversations being recorded (with or without use of an automatic tone-warning device) at the absolute discretion of the Bank and to such recordings and transcripts being used as evidence in any dispute. I/We acknowledge and agree that the Bank is not required to maintain copies of such recordings or transcripts.

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- 1.8 Orders via Facsimile or Electronic mail (e-mail): I/ We agree that all orders and instructions made via facsimile or electronic mail shall be deemed to be confirmed without any requirement on the Bank's part to conduct any verification and/or furnish any proof of such verification and that any transactions if executed are at my/ our own risk. Further, I/ we acknowledge and confirm I/ we am/ are aware that signatures (where applicable) on facsimile or electronic mail instruction(s) may be superimposed fraudulently or without proper authority when transmitted to the Bank and I/ we shall only give the Bank instructions via these modes only if I/ we agree to assume such risks. The Bank shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by me /us as a result of the Bank acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with my/ our specimen signature(s). Further, I/ we acknowledge that not all electronic mail(s) have a signature and the Bank is authorised to act in accordance with such instructions whether or not there is a signature(s).
- 1.9 Authority to Act: I/We agree that the Bank shall be entitled to act upon and I/ we shall be bound by any notice or other communication received by the Bank and believed by the Bank to have been given or made by a person(s) authorised by me/us to the Bank in writing ("my/ our authorised personnel") and the transaction(s) executed pursuant to such instruction(s) shall accordingly be binding on me/ us. Where any instruction is ambiguous or inconsistent with any other instruction, the Bank shall be entitled either to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of the Bank believes in good faith to be the correct interpretation. I/We shall not hold the Bank liable in any way for acting on inconsistent, ambiguous or incomplete instruction(s).
- 1.10 Purported Instruction(s): the Bank shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us to the Bank over the telephone or in writing and signed or purportedly signed by me/us or my/our authorised personnel or given transmitted or purportedly given or purportedly transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by me/us or my/our authorised personnel. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely the risk of myself/ourselves for which the Bank shall not be liable.
- 1.11 Contra: I/We acknowledge that contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of the Bank and subject to the relevant requirements of the relevant exchange(s) (including foreign exchange(s), where applicable). The Bank shall not be liable for any form of loss, claim, damage, cost or expense suffered or incurred by me/ us or profit or advantage of which I/ we may be deprived, which arises from the Bank's refusal to allow me/ us to conduct contra deal(s) regardless of whether such contra deals(s) are permitted under the rules of the relevant exchange(s).
- 1.12 Currency Conversion of monies in Account: I/We agree that the Bank shall be entitled to convert any amounts in my/ our Trading Account with the Bank or otherwise standing to my/ our credit to any other currency for the purpose of carrying out my/ our orders and/or instructions or in the exercise of the Bank's rights and remedies under these Terms and Conditions. I/ We agree that any exchange rate losses and costs of conversion shall be fully borne by me/ us and that any conversion shall be at the rate(s) of exchange as quoted by or decided by the Bank.
- 1.13 Timing of orders: I/We acknowledge and accept that when placing orders or instructions, there may be times when the quoted price(s) for Securities will change prior to the trader's execution due to market circumstances and that not all orders will be executed in chronological sequence when the order is being placed, and that the Bank shall not be liable for any losses resulting therefrom.

## 2 INTEREST, COSTS AND CHARGES

- 2.1 Interest: I/We undertake to pay the Bank interest in respect of any overdue amount at such rate and manner of calculation (including compounded/capitalised interest) as may be determined by the Bank at its absolute discretion from time to time and agree that interest due subsequent to any judgment of a court shall be at a rate and manner of calculation to be specified.
- 2.2 Legal Costs and Charges: I/We declare that I/we shall be liable to pay to the Bank (and hereby undertake to do so) all legal costs, charges and expenses (on a solicitor and own client basis) together with interest thereon which the Bank may suffer or incur from time to time and/or at any time in obtaining or seeking to obtain payment of all or part of the monies owing to the Bank and/or in the enforcement of any of my/our obligations and/or liabilities and/or in the maintenance and/or protection of its rights and/or remedies herein and/or in relation to the Trading Account(s) and/or Securities.

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- 2.3 **Payment:** I/We undertake to pay the Bank promptly all interest, charges (including late payment charges) and costs and expenses at such rate(s) and manner of calculation as is determined by the Bank on the outstanding debit balance of my/our account and pay all relevant fees, brokerage charges and other charges, service fees, commission, costs and expenses relating to the transactions and/or Trading Account(s) (including maintenance of any Trading Account(s) which the Bank shall establish) which the Bank may impose at any time and/or which the Bank may suffer in incur from time to time.
- 2.4 **Currency conversion of monies received:** I/We agree that the Bank shall be entitled to convert any sum received by it (whether to be credited into the Trading Account or in payment of any sum due to the Bank) to the currency of the Trading Account(s) with the Bank or (as the case may be) the currency in which payment is to be made, at a rate of exchange to be quoted by or decided by the Bank.
- 2.5 **Taxes, Service Taxes and other taxes, levies and duties:** I/We confirm that I/we shall be liable for all taxes, service taxes and all other taxes, levies and duties that may be chargeable or imposed by any authority (within and outside Malaysia) as a result of or pursuant to any transaction(s) or the Trading Account(s) or in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank.
- 2.6 **Withholdings:** All payments shall be made to the Bank in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature whatsoever and shall be made free and clear of and without deduction for any present or future taxes. If any deduction or withholding is required, I/ We shall pay such additional amount as is necessary to ensure that the Bank receives the full amount which it would otherwise have received had no such deduction or withholding been required. The date of receipt of any payment shall be the date when any instrument of payment is cleared and full payment is finally received.
- 2.7 **Settlements and Payments:**  
I/We agree and undertake:
- To make all payments within the settlement periods as prescribed by the respective relevant exchange(s) through which the transaction(s) are transacted and/or the relevant requirements.
  - In the event of a public holiday in Malaysia, I/We agree and undertake to make payment one day in advance of the prescribed settlement period in respect of foreign share trading for any outstanding purchase contract and acknowledge that payments on sale contracts can only be made to me/us on the first working day after the public holiday at the very earliest.
  - The Bank shall be entitled at its absolute discretion to offset any outstanding purchases for foreign share trading before trades on Bursa Malaysia Securities.
  - All monetary transactions between me/us and the Bank, even in respect of foreign share trading, shall be in Ringgit Malaysia (RM) or such other currency as may be acceptable to the Bank and where applicable, any conversion of currency shall be at such rate of exchange as shall be quoted by or decided by the Bank.
- 2.8 **Payment to Dealer's Representative:** I/We acknowledge that Dealer's Representatives are not authorised to collect any payment on behalf of the Bank and that any monies delivered to the Dealer's Representative by me/ us (even if by way of cheques or cashier's order in favour of the Bank) shall be at my/our own risk and the Bank shall not be responsible or liable in respect thereof.

### 3. GENERAL WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 3.1 I/We hereby warrant, represent and undertake to the Bank (on a continuing basis and which representations and warranties are deemed to be repeated each time an instruction is issued by me/us or and such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein and/or the termination of the Trading Account) that:
- I/We have the power and the capacity to enter into, execute, deliver and perform my/our obligations under these Terms and Conditions;
  - no bankruptcy or no winding-up proceedings have commenced against me/us;
  - I/We am/are not listed as a defaulter by Bursa Malaysia Securities or any of the other relevant authorities or any credit agency(ies);
  - all particulars and information given to the Bank are true, correct and complete and shall remain true, correct and complete;

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- (v) I/We have not withheld and will not withhold any material fact or information from the Bank and shall furnish the Bank with such further additional and/or material change of information as the Bank may require at any time or from time to time;
- (vi) no Event of Default has occurred or is continuing or would occur in consequence of me/us entering into these Terms and Conditions;
- (vii) I/We am/are the beneficial owner of the Securities placed or to be placed with the Bank, its agents or nominees or has authority from the true owner to deal with such Securities and that such Securities are fully paid for;
- (viii) I/We have good title to the Securities and can sell through the Bank and undertake to promptly deliver to the Bank the documents of title in respect of Securities sold by me/us or on my/our behalf; and
- (ix) the use of the monies paid to the Bank or used in the purchase of the Securities by me/us does not contravene any laws of Malaysia.
- (x) I/We undertake to settle immediately all sums of money due on contra losses or other monies howsoever owing under my/our Trading Account and/or to the Bank (including but not limited to all brokerages, interests and charges relating to transactions for the Trading Account and including legal fees (on a solicitor-client basis) and (without prejudice to any other rights and powers of the Bank). I/We authorise the Bank to utilise any contra profit/gain or proceeds from any sales or monies due to me/us to set-off my/our liabilities to the Bank.

#### 4. AUTHORISATION TO THE BANK

4.1 I/We hereby agree that:

- (i) the Bank is authorised to disclose to Stockbroker (if any) information relating to me/us and the Trading Account;
- (ii) the Bank shall be entitled to assume that any requests for payment and other notices and/or instructions received by it whether from me/us or the Stockbroker are genuine and shall be under no duty to make enquiries to ensure that the instructions are in fact genuine or to enquire into the purpose for which any payment requested by the Stockbroker (if any) is required and the Bank shall not be responsible or liable for any withdrawal/debit or otherwise made by the Bank pursuant to such notices and/or instructions; and
- (iii) the Bank, the Stockbroker (if any) and their employees and agents do not hold themselves out as investment advisers. All my/our sale and purchase instructions are my/our independent decisions. The Bank shall not be liable for any loss arising from my/our trading activities or from or out of any act or omission of the Stockbroker, its agents and employees or other persons employed by the Bank or the Stockbroker in the sale and purchase of the Securities.

4.2 Authority to Sell Out or Buy In: I/We authorise the Bank to sell out or buy in such Securities as may be required to settle my/our outstanding position with the Bank and I/we undertake to indemnify the Bank against any and all losses in the event I/we fail to comply with the requirements set out in **Clauses 1.6** (Security Deposit), and **3** (General Warranties, Representations And Undertakings) and/or any other relevant provisions hereof.

4.3 Authority to Deal with Securities: Without prejudice to any other provision herein, I/We further authorise the Bank to deal with Securities bought for me/us or on my/our behalf (whether or not in any account) for which I/we have not paid in any manner the Bank deems fit. The amounts realised by the exercise of this action shall be applied against my/our liabilities in such order of priority as the Bank may in its absolute discretion determine. I/We further authorise the Bank to withhold and/or deal with as the Bank deems fit all or any of the Securities purchased and paid for by me/us in my/our Trading Account or other account until the full and final settlement of any and/or all losses in my/our Trading Account or other account. The Bank is hereby authorised to report my/our delinquent debts and/or disputed accounts owing to the Bank to any of the relevant authorities, including any pertinent particulars as may be so required.

4.4 Consent to Bursa Depository: I/We agree and consent to the disclosure by Bursa Malaysia Depository to the Bank, and to such agents, service providers and sub-contractors of the Bank as informed by the Bank to Bursa Malaysia Depository, of information or documents relating to my/our affairs and in particular relating to my/our Trading Account. This consent shall be valid until revoked by me/us and I/we release Bursa Malaysia Depository from any loss or liability arising from or in connection with this authorisation.

4.5 Authority to check on CDS Account and disclose to my/our Dealer's Representative: I/We agree that as an ADA of Bursa Malaysia Depository, AIBB is hereby irrevocably authorised:

- (i) to make enquiries and/or to request and receive ad-hoc statements of account in respect of my/our CDS Account maintained with the Bank as and when the Bank shall see fit and/or deem necessary in the Bank's absolute discretion; and



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- (ii) to disclose to my/our Dealer's Representative (whether present or in future appointed by me/us), information in relation to my/our Trading Account and/or account(s) with the Bank and details of transactions entered into by me/us as well as shareholdings held beneficially or owned by me/us (including but not limited to viewing, making balance enquiries and/or requesting and receiving statements of account).

#### 4.6 Designated Settlement Account

- (i) The Bank is hereby authorised to open a current account in my/our name with ABMB (or any other bank to be decided by the Bank at the Bank's sole discretion), as the client trust account/ settlement account ("Designated Settlement Account") for the debiting and crediting of all monies in respect of all my/our dealings with the Bank, including and not limited to my/our trading transaction(s), trading account(s) and any other transaction(s) and/or account(s) with the Bank. The Designated Settlement Account shall be solely operated by the Bank and/or the dealer's representative(s) appointed to handle my/our account(s) and/or transaction(s) from time to time and I/we hereby authorise the Bank and the dealer's representative(s) to operate the Designated Settlement Account solely for the above purposes and I/we also authorise the Bank to close the Designated Settlement Account if it deems fit and, if required, I/We shall execute all whatsoever authorisations, instructions indemnities letter, forms and/or documents to the said bank in order to facilitate the opening, operating and closing of the Designated Settlement Account.
- (ii) For the avoidance of doubt, I/We hereby confirm that the Bank and the dealer's representative shall be entitled to earmark monies in the Designated Settlement Account and/or to debit monies from the Designated Settlement Account and/or to utilise the monies therein to settle any amounts owing by me/us to the Bank or which may become owing by me/us to the Bank from time to time. Pursuant to the above, the Bank and the dealer's representative(s) are hereby authorised by me/us to give instructions, requests and notifications to the Bank to facilitate and/or to carry out the above. I/We further confirm that I/we understand and am/ are aware that in any of those events, I/we shall only be entitled to the balance monies remaining after full settlement of all monies owing to the Bank and/or all monies which may thereafter be due and payable to the Bank (including without limitation any contingent liabilities). In addition, I/ We hereby authorize the Bank, and the dealer's representative to disclose amongst themselves information relating to my/our accounts and /or transactions in order to facilitate and/or enable the above.
- (iii) The authorisation and confirmation herein shall be binding on my/our heirs, successors-in-title, personal representatives, permitted assigns, heirs, executors, administrators, receivers and trustees in bankruptcy and estate.

#### 5. **POWER OF THE BANK**

- 5.1 Right to Reject Application: I/We agree that my/our application herein is subject to the approval of the Bank and the Bank reserves the right to reject my/our application or impose such conditions and/or restrictions as the Bank may deem fit without giving any reasons therefor.
- 5.2 Right to Refuse: I/We agree that the Bank shall have the right at any time to refuse any orders made by me/us or limit the purchases or sales ordered by me/us.
- 5.3 Right to Suspend or Close Account: I/We agree that the Bank may at any time at its absolute discretion impose restrictions on or suspend or close the Trading Account without giving any reason therefor.
- 5.4 Right to Debit/Credit Account: In addition and without prejudice to any of the above, I/we expressly, unconditionally and irrevocably authorise the Bank:
  - (i) to debit my/our account with the Bank, including but not limited to my/our Trading Account or Designated Settlement Account, with all or any amounts due or owing from me/us whether arising from or in respect of Securities purchased by me/us and/or contra losses incurred by me/us and/or all other monies payable by me/us to the Bank from time to time howsoever arising (and including for future and contingent liabilities);
  - (ii) to credit my/our account with the Bank, including but not limited to my/our Trading Account or Designated Settlement Account with all sale proceeds and all dividends received by the Bank in respect of my/our Securities.
- 5.5 Payments to me/us: I/We agree that the Bank shall make payment(s) to me/us in the manner stipulated in these Terms and Conditions or in any manner as I/we shall from time to time stipulate. In addition, the Bank shall have the absolute right to determine whether interest shall be paid to me/us on such payment(s) and/or whether to withhold such payment(s) pending settlement of amounts due or owing from me/us to the Bank and/or its agents or whether to deduct such amounts from the payment(s) to be made to me/us.

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- 5.6 **Price Cap:** I/We agree that the Bank shall impose a price cap (fixed price) on any Securities at any time for purposes of computation of the trading limit and/or any components thereof;
- 5.7 **Trading limit:** The Bank shall have the right where trading limit is granted,  
(i) vary its valuation of the Lien/Pledged Securities from time to time; and  
(ii) request for additional and/or substituted security or recall the Trading Account if at any time the Bank considers the security given to be inadequate.
- 5.8 **Restrict/reject the purchase/sale:** I/We agree that the Bank shall restrict/reject the purchase/sale of any particular Securities or the number of Securities that may be purchased/sold.
- 5.9 I/We agree that the Bank reserves the right to, in the event of my/our demise or becoming mentally incapacitated, to immediately or at any time thereafter, force-sell and/or liquidate the Securities and set-off any amount owing to the Bank based on collateral lien / pledged in the account.

### 6 LIEN

- 6.1 **Lien:** I/We agree that the Bank shall have a lien on all the following for all losses from time to time incurred by me/us under the Trading Account and all other monies of any kind or nature whatsoever from time to time hereafter howsoever due (actual or contingent) or outstanding from or owing or payable by me/us to the Bank (including but not limited to all losses from time to time incurred by me/us under any one or more of my/our other accounts with the Bank):-  
(i) all shares and other securities (including but not limited to the Securities) from time to time deposited in or credited to my/our CDS Account in relation to or for the purpose of my/our Trading Account;  
(ii) all shares and other securities from time to time deposited in or credited to all other CDS accounts now and from time to time hereafter opened by me/us with the Bank as ADA; and  
(iii) all monies now and hereafter standing to my/our credit with the Bank under my/our Trading Account as well as all monies whatsoever now and hereafter from time to time standing to my/our credit with the Bank under all my/our other accounts with the Bank from time to time.
- 6.2 **The Bank's right to dispose of Securities:** I/We agree that the Bank shall be entitled, and is hereby irrevocably authorised, from time to time and at any time or times, subject to it having first given to me/us at least seven (7) market days' prior written notice of its intention to sell or dispose of my/our Securities, to sell, transfer, assign or otherwise dispose of all or any of my/our Securities at such time or times, at such price and in such manner as the Bank at its absolute discretion deems fit and to apply the proceeds of such sale, transfer, assignment or disposal (after deduction therefrom of all costs and expenses incurred in such sale, transfer, assignment or disposal) in or towards satisfaction of the losses from time to time or at any time incurred by me/us under the Trading Account or any other account and/or other monies whatsoever from time to time hereafter due from or owing or payable by me/us to the Bank. For the avoidance of doubt, the Bank shall not be responsible for any losses or claims arising (whether directly or indirectly) from such action.
- 6.3 **Right of set off:** I/We agree that the Bank shall also be entitled, and is hereby irrevocably authorised, from time to time and at any time or times, without any prior or further notice to me/us to combine and consolidate all the account(s) and set off the whole or any part or parts of the losses from time to time incurred by me/us under my/our Trading Account or any other account and/or any other monies whatsoever from time to time hereafter due from or owing or payable by me/us to the Bank against the monies now or hereafter standing to my/our credit with the Bank (whether under this Trading Account or under any other account I/we may from time to time have with the Bank) and any other monies then held to my/our order by the Bank (whether placed in a trust account or not).
- 6.4 **Right to withhold Securities and monies:** I/We agree that the Bank shall be entitled so long as any monies are outstanding from or owing or payable by me/us to the Bank under the Trading Account or any other account with the Bank or in respect of or in relation to any transaction or contract whatsoever effected or executed by the Bank for me/us or on my/our behalf or there is a debit balance in my/our Trading Account or other account(s) with the Bank, to restrict withhold or refuse to allow the transfer or withdrawal by me/us of all or any of the shares and other Securities and/or all or any part of the monies on which the Bank has a lien as aforesaid.

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- 6.5 **No encumbrance:** I/We agree and undertake with the Bank that so long as any monies are outstanding from or owing or payable by me/us to the Bank under the Trading Account or any other account with the Bank or in respect of or in relation to any transaction or contract whatsoever effected or executed by the Bank for me/us or on my/our behalf or there is a debit balance in my/our Trading Account or other account(s) with the Bank, I/we will not pledge, charge, assign, hypothecate or otherwise howsoever create or allow to arise any encumbrance, security interest or any other interest or claim over the shares and other securities and monies on which the Bank has or is entitled to a lien as aforesaid.
- 6.6 **No obligation:** I/We agree that, notwithstanding anything to the contrary express or implied in or by this Agreement or any other document or by law or otherwise, the Bank shall not be obliged to exercise its rights under **Clause 6.2** (the Bank's right to dispose of Securities) and **Clause 6.3** (Right of set off) above, which said rights are in addition and without prejudice to the Bank's other rights, power and remedies under or pursuant to or in connection with this Agreement and all other rights, powers and remedies to which the Bank is from time to time or at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 6.7 **Contingent or future liabilities:** I/We agree that in so far as any liabilities to the Bank are contingent or future liabilities, the Bank's liability to me/us in respect of the sum(s) standing to the credit of any of my/our account(s) and all other payment(s) due from the Bank shall to the extent necessary to cover such liabilities, be suspended, until the happening of the contingent or future event and such sum(s) is, in the absolute discretion of the Bank, applied in satisfaction of the liabilities.
- 6.8 **Liquidation in the Event of Default:** I/We agree that if an Event of Default occurs or is threatened against me/us, I/we authorise the Bank, without prior notice to me/us, to realise and liquidate any of the Securities and monies in **Clause 6.1** (Lien) above, to the extent permitted by applicable law or regulatory requirements and/or to set-off the same (and/or the proceeds of sale thereof) in and towards satisfaction of the liabilities (whether in whole or in part).

### 7. PLEDGE OF SECURITIES (APPLICABLE TO NOMINEES CDS ACCOUNT ONLY)

- 7.1 Where a Trading Limit is granted, all the Securities held on my/our behalf under the Trading Account, whether purchased before or after the Trading Limit is granted ("Pledged Securities"), shall be charged to the Bank as security agent for itself and the Stockbroker as continuing security for the payment or discharge of all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time hereafter be due, owing or incurred by you to the Bank and/or the Stockbroker. For the purpose thereof, all the Pledged Securities shall be held in a pledged securities account of the Bank.
- 7.2 The Bank shall be entitled and authorised from time to time and at any time or times to sell or otherwise dispose of all or any of the Pledged Securities at such time or times, at such price and in such manner as the Bank and/or the Stockbroker deem fit and to apply the proceeds of the Pledged Securities after deduction therefrom of all costs and expenses incurred in such sale or disposal towards the reduction of any outstanding amounts due from you to the Bank and/or the Stockbroker as the Bank may in its absolute discretion determine without being liable to you for any loss incurred or depreciation in the value of the Securities.
- 7.3 The Bank reserves the right at any time and from time to time to require me/us to furnish additional security and/or to substitute any existing security. All costs incurred thereto shall be borne by me/us.
- 7.4 The Bank reserves the right to allow withdrawal of any part of the Securities in the Trading Account subject to the following terms:
- in the case of Pledged Securities, with the prior written approval of the Bank three (3) business days prior notice is given to the Bank;
  - the withdrawal would not breach any terms and conditions governing the Trading Account; and
  - fee payment prescribed by the Bank and/or the Bursa Malaysia Depository from time to time in connection therewith and further bear all costs of such withdrawal. For the avoidance of doubt, Securities withdrawn from the Trading Account shall not be capable of being dealt with under the Trading Account.

### 8. SECURITY

- 8.1 If we are a company, the Bank may require a Joint and Several Guarantee from all of our directors ("the Guarantee") to secure the payment of all sums owing from time to time by us under the Trading Account.

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8.2 The Bank shall be authorised (with notice) to apply any credit balance (whether or not then due) which is at any time held by the Bank at any office of the Bank under any type of account either solely in your name or held jointly with another person(s) in or towards satisfaction of all or any of the monies, obligations and liabilities which may now or at any time in the future due owing or contingent under the Trading Account.

### 9. ADDITIONAL PROVISIONS IN RELATION TO FOREIGN SHARE TRADING

#### 9.1 Foreign Relevant Requirements:

Where the relevant exchange(s) is overseas:-

- (i) I/We hereby agree that the Bank may, if it so decides, assign the execution of my order(s)/ instruction(s) to a corresponding broker or other agent or custodian of the Bank's choice (all of whom will be referred to herein as "Foreign Agent"); and
- (ii) In the event of any conflict between the foreign relevant requirements and the Terms and Conditions herein, then the terms and conditions herein shall be modified and/or superseded only to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect; and
- (iii) I/We hereby irrevocably authorise the Bank and/or its Foreign Agent to take any action (including without limitation disclosure of information) or refrain from taking any action as it/ they consider appropriate for the purpose of complying with the foreign relevant requirements, and neither the Bank nor its Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result thereof.

9.2 Foreign exchange: Where a transaction involves foreign markets or foreign exchanges, I/we agree that the Bank shall not be responsible for any currency fluctuation that arises from trading in foreign shares. I/We acknowledge and agree that there are risks associated with dealing in multiple markets and I/we further confirm that the Bank shall not be responsible for the decision taken by me/us to trade in shares in foreign markets or exchanges.

#### 9.3 Trading Days or Trading Hours:

- a) I/We acknowledge that my/our ability to trade in foreign shares may be restricted to days and/or hours when Bursa Malaysia Securities is open for trading. This means that I/we may be unable to trade in foreign shares when the Bursa Malaysia is closed for trading notwithstanding that the relevant exchange on which I/we wish to trade may be open for trading. The Bank may at its sole and absolute discretion (but is not obliged to), subject to the relevant requirements, increase the Bank's trading days and /or trading hours from time to time. The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by me/us or profit or advantage of which I/we may be deprived, which arises from the restricted trading days and/or trading hours of the Bank and my/our inability to trade in foreign shares when the Bank is not open for trading notwithstanding that the relevant foreign exchange may be open for trading.
- b) In addition, I/we acknowledge that should I/we wish to make an order/instruction whilst the relevant foreign exchange is open for trading but outside the Bank's trading days and/or trading hours, I/we may be unable to book/place an order or instruction with or communicate with the Bank or my/our Dealer's Representative or there may be delay before the Bank or my/our Dealer's Representative actually accesses my/our order instruction or communication and processes my/our order or instruction or communication and executes the trade, as result of which I/we may incur losses or damages. I/We agree that the Bank and its Foreign Agent shall not be liable for any such losses or damages (whether direct or indirect) or profit or advantage of which I/we may be deprived.
- c) I/We acknowledge that I/We am/are aware that trading in foreign shares is possible only during trading hours which are governed by the prevailing rules of Bursa Malaysia Securities and that there may be delays in stock quotes and execution of orders via the Foreign Agent (e.g. correspondent broker). I/We agree that neither the Bank nor any of its officers, agents (including the Foreign Agent) or employees shall be liable for the accuracy, completeness and timeliness of the information provided to me/us or execution of my orders and/or instruction(s). I/we further agree that neither the Bank nor any of its officers, agents (including the Foreign Agent) or employees shall be liable for any decision made by me/us or action taken by me/us (including without limitation any order(s) or instruction(s) by me/us) in reliance upon the information provided or for any delays or any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of the Bank.



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### 10. INDEMNITY AND LIABILITY:

10.1 I/We agree to at all times fully and effectively indemnify the Bank and keep the Bank indemnified and hold harmless from and against all actions, liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands and proceedings whatsoever which may be taken against or incurred or sustained by the Bank directly or indirectly from or by reason of or in relation to or arising from or in connection to my/our Trading Account or any other account with the Bank, including but not limited to any infringement of intellectual property rights and I/we shall pay and reimburse the same to the Bank on demand at any time or from time to time. The right of indemnity conferred upon the Bank herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of my/our Trading Account or any one of my/our account with the Bank and shall be binding upon my/our heirs, personal representatives, executors/administrators, successors-in-title and/or permitted assigns.

### 11. EXCLUSION OF LIABILITY:

11.1 The Bank shall not be liable for:

- (i) any loss or damage incurred or suffered by me/us from any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities;
- (ii) any loss or damage (whether direct or indirect) arising from any failure to receive or delay in receiving any order, instruction or communication issued by or for behalf of me/us (for whatsoever reason) nor for any delay, omission or interruption in transmission of any order or instruction through any equipment, systems, telecommunication networks or any other means; or
- (iii) any loss or damage incurred or suffered by me/us if the performance of the Bank's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

### 12. NOTICES

12.1 I/we agree to notify the Bank in writing of any change in my/our address, facsimile number, electronic mail address and mobile phone number.

12.2 Anything whatsoever that the Bank sends to me/us may be:

- (i) delivered by hand to my/our address as stated in the account opening application form or to such other address as may be last known to the Bank;
- (ii) sent by pre-paid ordinary post to my/our address as stated in the account opening application form or to such other address as may be last known to the Bank;
- (iii) sent by facsimile transmission to my/our facsimile number last known to the Bank;
- (iv) sent by electronic mail to my/our electronic mail address last known to the Bank;
- (v) sent by short message system (SMS) to my/our mobile phone number last known to the Bank;
- (vi) given by posting on the Bank's website; and
- (vii) given by insertion in any statement of account which the Bank may send to me/us

12.3 Anything whatsoever that the Bank sends to me/us will be deemed to have been received by me/us, that is, regardless of whether I/We have actually received whatever the Bank sends:

- (i) at the time of delivery at my/our address, if delivered by hand;
- (ii) forty-eight (48) hours after posting, if sent by pre-paid ordinary post and if I/We can show that whatever the Bank sent was properly posted and correctly addressed to the Borrower;
- (iii) at the time the facsimile transmission is completed;
- (iv) at the time the electronic mailing is completed;
- (v) at the time the sending by short message system (SMS) is completed;
- (vi) at the time of posting on the Bank's website; and
- (vii) at the time the statement of account is deemed to have been received by me/us.

12.4 The Bank's rights under these Terms and Conditions are not to be affected by any failure on my/our part to notify the

**Alliance Share Trading Terms and Conditions**

12.5 I/We agree that the Bank also has the right to serve on me/us any notice in connection with the Trading Account or the Security by advertisement in any one daily newspaper and such notice will be deemed to have been served on the me/us on the day the advertisement appears in the newspaper regardless of whether the me/us have actually seen the advertisement.

**13 CHANGE OF PARTICULARS:**

13.1 I/We undertake to inform the Bank immediately in writing of any change of my/our particulars given herein.

**14 EVENTS OF DEFAULT**

14.1 Events of default: the Bank shall be entitled to declare an event of default if any one or more of the following events have occurred or subsists:

- (i) In the event any of the representations, warranties, declarations and/or statements made by me/us is or becomes or is discovered to be incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated;
- (ii) If I/we admit to the Bank my/our inability to or my/our intention not to, perform any of my/our obligations hereunder or in any other agreement entered into with the Bank and/or any other loan, debenture, mortgage or agreement with any party;
- (iii) If any of my/our assets are transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation or seized, nationalised, expropriated or compulsorily acquired by any government or agency or if a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of my/our securities and/or properties;
- (iv) If I/we fail to perform any of my /our obligations and/or undertakings hereunder and do not remedy such failure within such time period as may be specified by the Bank [and where such failure arises in relation to any outstanding obligation, an event of default shall be deemed to have occurred if such default is not remedied within a time period stipulated by the Bank];
- (v) If I/we fail to observe and/or perform (whether by commission or by omission) any of the Terms and Conditions herein and/or in any other document relating to trading and/or the Trading Account and/or if an event of default occurs under another document;
- (vi) If I/we or any of our affiliates or related corporations enter into any composition or arrangement with or for the benefit of my/our creditors;
- (vii) If any resolution is passed or a petition is presented against me/us for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of my/our assets or if execution or any form of action is levied or taken against any of my/our assets;
- (viii) For an individual person, if a bankruptcy order is made against any of us or a bankruptcy petition is presented against me/us (or any of us) and/or if I/we (or any of us) dies or becomes insane;
- (ix) if the I/We, or any Security Party, commits a default in any loan, facility or similar arrangement with any person (including the Bank) which gives the right to the creditor concerned (including the Bank) to demand repayment of the loan, facility or arrangement before its due date, to withdraw the loan, facility or arrangement, or to enforce the security for the loan, facility or arrangement;
- (x) if the I/We, or any Security Party, is blacklisted pursuant to the Dishonoured Cheques Information System (DCHEQS) guidelines or any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over the Bank; and
- (xi) any legal (whether civil or criminal), arbitration or administrative proceedings or action is instituted or taken against me/us which in the opinion of the Bank might have a material adverse effect on the Borrower.

14.2 Consequences: Upon the occurrence of any one or more of the events of default, the Bank shall not be obliged to carry out any orders and/or instructions and/or transactions given by me/ us and the Bank shall be entitled to exercise any one or more of the rights, powers and remedies available to it, including (but without limitation) to sell the Securities and to utilise the proceeds to fully settle and pay (including interest and late charges, where applicable) all whatsoever monies owing by me/us to the Bank in respect of the Trading Account and/or the account(s) and/or transactions.

**15 TERMINATION**

15.1 The Bank may without giving any reason terminate my/our Trading Account by giving twenty one days (21)

daysnotice to me/us, whereupon the Trading Account shall be cancelled and all amount due to the Bank shall be payable forthwith upon demand.

## Alliance Share Trading Terms and Conditions

### 16 VARIATION OF TERMS AND CONDITIONS

The terms and conditions herein are subject to the Bank's period review and any subsequent changes thereto may be made at the Bank's sole discretion and such changes will be notified to me/us by giving twenty one days (21) days notice.

### 17 DISCLOSURE OF INFORMATION

17.1 I/We irrevocably consents to and authorises the Bank and its officers and employees to disclose and furnish all information concerning my/our particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating me/us or my/our business and operations to the following classes of persons in such manner and to such extent as the Bank at its absolute discretion may consider necessary:

- (i) the Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that disclosure for cross-selling purposes shall not be effected if such disclosure is objected by me/us upon written notification to the Bank;
- (ii) any person for or in connection with any action or proceeding taken to recover monies due and payable by me/us to the Bank;
- (iii) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
- (iv) other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia / Association of Islamic Banks in Malaysia;
- (v) Central Credit Reference Information System, Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
- (vi) the Bank's accountants, auditors, lawyers, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
- (vii) the Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
- (viii) any entity which the Bank deems fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Trading Account and/or by me/us;
- (ix) any external party as may be required for any corporate exercises / due diligence activities undertaken by the Bank and/or the Alliance Bank Group;
- (x) any party which in the future may express intention to acquire an interest / shareholding in the Bank / pursuant to any proposed arrangement, composition, merger, acquisition / restructuring between the Bank and such parties; and
- (xi) any other persons or entities with my/our prior consent.

17.2 I/We hereby agree to such disclosure and confirm that the Bank, Alliance Bank Group, its officers and employees shall not be liable for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these Terms and Conditions.

### 18 CURRENCY OF TRADING ACCOUNT

18.1 All sums of money herein offered and to be received by the Bank shall be in Ringgit Malaysia (RM) or any such currency as may be determined by the Bank from time to time

#### Alliance Share Trading Terms and Conditions

#### **19 PROVISION FOR JOINT TRADING ACCOUNT**

19.1 If the Trading Account is offered to more than one person, the liability of each of us under the Trading Account shall be joint and several notwithstanding the CDS Account being maintained on behalf of only one of us. The Bank is authorised to act on instructions from any one of us regarding the operation of the Trading Account. In the event of the death of any one of us, subject to the rights of force-selling and set-off of the Bank herein, the survivor(s) shall be authorised to withdraw any credit balances in the Trading Account.

#### **20 REVIEW**

20.1 The Trading Account is subject to review by the Bank from time to time and the Bank expressly reserves the right to terminate the Trading Account at any time by notice at its absolute discretion.

#### **21 INDEPENDENT LEGAL ADVICE**

21.1 it is advised to seek independent legal advice before executing this Application Form and any other documents in relation to the Trading Account, these Terms and Conditions (as supplemented ) shall prevail.

#### **22 TERMS AND CONDITIONS TO PREVAIL**

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