

PART II OF THE AGREEMENT	
TERMS AND CONDITIONS FOR DERIVATIVES TRADING	
<b>1.</b>	<b>OPENING OF ACCOUNT</b>
1.1	The Applicant requests the Bank to open the derivatives trading account, ("Account" or "Accounts" and it includes account opened and/or will be opened, where applicable) and agrees to abide by the Rules and Regulations of Bursa Malaysia Derivatives Berhad ("Bursa Derivatives") and any other relevant regulatory bodies, including their subsidiaries, and as may be amended/ revised from time to time governing the trading in derivatives contracts on Bursa Derivatives or other approved exchanges as defined under the Capital Markets and Services Act 2007 ("CMSA") ("Specified Exchanges").
1.2	Should the Applicant in future wish to open and operate more than one (1) account with the Bank, the Bank may at its discretion waive the requirement for the Applicant to execute additional sets of account opening documentations and in such event, the Applicant shall be deemed to have agreed to be bound by all Terms and Conditions of the existing account and any additional account(s) opened hereafter shall be operated in accordance to the Terms and Conditions of the existing account (whether the additional account(s) are to be maintained at the same office of the Bank and whether to be serviced by the same FBR).
	<b>Joint Account Holders</b>
1.3	In the case of the Applicant being joint account holders, the Applicant agrees that: - <ul style="list-style-type: none"> <li>(i) any one of the Applicant shall have full authority to give instructions with respect to the Account(s), including but not limited to instructions with respect to buying or selling or withdrawals of excess funds, to receive demands, notices, confirmations, statements and other communications of any kind, it being understood and agreed that any such communications if addressed to one of the Applicant shall be deemed to be binding on each and every one of the Applicant notwithstanding that they have not been sent to or received by every one of them;</li> <li>(ii) in the event of conflicting instructions given by the Applicant, the Bank shall be at liberty to accept and act on the instructions of any of the Applicant as it deems fit;</li> <li>(iii) the Bank shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any funds delivered to the Applicant in respect of any Account(s);</li> <li>(iv) the Applicant's liability hereunder shall be joint and several; and</li> <li>(v) notwithstanding any prior instructions in respect of the operations of the Account(s), in the event of death of either of the Applicant, the Bank is authorised to accept instructions from the survivor and to pay the survivor any credit balance in the Account(s) after making payment to the Bank or its related company of any outstanding sum (including expenses and interest) due to the Bank or its related company from the deceased Applicant whether the sum is due under an account of the deceased Applicant, a joint account with other person(s) or where the deceased Applicant is a guarantor.</li> </ul>
<b>2.</b>	<b>TRADING, DEPOSIT &amp; MARGIN STATEMENTS AND NOTICES</b>
	<b>Trading Accounts</b>
2.1	In consideration of the Bank at its absolute discretion allowing the Applicant to open one or more accounts with the Bank which is or are to be serviced by one or more of the Bank's FBR and the Bank agreeing to act as the Applicant's futures broker and to provide services to the Applicant for purposes of trading in Derivatives Contracts, cleared through the Bursa Malaysia Derivatives Clearing Berhad ("BMDC") and where applicable other clearing houses of Bursa Derivatives and/or Specified Exchanges ("the Clearing House"), the Applicant hereby agrees to operate the account(s) in accordance with the Terms and Conditions herein.
2.2	The Applicant agrees and acknowledges that the Bank will be trading in the market of Bursa Derivatives and/or Specified Exchanges as a principal at all times (and accordingly be liable to Bursa Derivatives and/or Specified Exchanges as such principal) notwithstanding that the Bank will be carrying out the Applicant's instructions as his agent. Any benefit or rights accruing to the Bank in relation to the Bank's dealings with Bursa Derivatives and/or Specified Exchanges or in relation to any registration of a Derivatives Contract with the Clearing House is personal to the Bank and need not be passed on to the Applicant. Notwithstanding the aforesaid, the Applicant will be deemed to act as a principal in all the Applicant's dealings with the Bank and the Applicant shall be liable as a principal in respect of all such dealings, transactions and orders of the Account.
	<b>5-Year Malaysian Government Securities Futures Contract ("FMG5 Contract")</b>
2.3	The Applicant who wishes to trade FMG5 Contract shall be subject to the following additional terms and conditions set out by BMDC under its Clearing Circular 28/2020 that the Applicant: <ul style="list-style-type: none"> <li>(i) undertakes to comply with any directions issued by BMDC;</li> <li>(ii) undertakes to perform physical delivery and settlement of the FMG5 Contract on Real-time Electronic Transfer of Funds and Securities System (RENTAS) as agent of the Bank;</li> <li>(iii) will facilitate the Bank's cooperation with BMDC in respect of any actions BMDC may take, including agreeing that only the default framework under the BMDC rules applies;</li> <li>(iv) undertakes that in the event of disputes in a FMG5 Contract, the Applicant will not seek a resolution outside the framework of the BMDC rules; and</li> <li>(v) undertakes to be bound by the limited liability of BMDC in any claim relating to the FMG5 Contract.</li> </ul>

**Appointment of Attorney / Agent**

- 2.4 The Applicant in relation to dealings on Bursa Derivatives and/or Specified Exchanges appoints the Chief Executive Officer of the Clearing House as the Applicant's attorney and/or agent to do all things necessary to transfer any open positions held by the Bank on the Applicant's behalf to another broker should the Bank's clearing membership be suspended or terminated.

**Order Execution and Its Risks**

- 2.5 All orders of the Applicant whether given orally, online trading, by e-mail or by any other communication code are transmitted at the Applicant's risk and the Applicant agrees that neither the Bank nor any of its employees or agents shall be liable for:
- (a) any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the delay, failure or alleged failure of the order management system or trading system used by the Bank or such trading system as may be or will be introduced by Bursa Derivatives and the Bank ("Trading Systems") to execute, cancel or amend such orders; and
  - (b) for any inaccuracy, error or delay in, or omission of any orders executed in the Trading Systems due to either any negligent act or omission by the Bank or any disseminating party, or any "force majeure" events (including but not limited to flood, inclement weather, epidemic or pandemic, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party.
- 2.6 The Applicant acknowledges that all price quotations given to the Applicant are subject to change and there may, on occasions, be a delay in quoting prices or in dealing due to the physical restraints on the Trading Systems or due to the very rapid changes in the prices of the futures and options that frequently take place, and agrees that reliance upon such information is at the Applicant's own risk and the Bank may not always be able to trade at the best prices quoted at any specific time or "at best" or "at market". The Bank shall not be liable for any loss howsoever arising by reason of its failing or being unable, to comply with the terms of any limit order undertaken on behalf of the Applicant. Where the Bank is for any reason whatsoever unable to perform the Applicant's order in full, and effects partial performance only, the Applicant shall accept and be bound by the outcome.
- 2.7 The Applicant acknowledges that there are inherent risks of losses in the event the Bank executes any futures/options contract, where relevant, under the Applicant's authority herein or the Applicant's instructions from time to time and that such losses shall be borne by the Applicant.

**Deposit and Margin**

- 2.8 "Margin" means the amount of cash, letters of credit, bank guarantees or any other form of collateral as may from time to time be required by the Bank from the Applicant to meet the Applicant's obligations pursuant or arising from trading in Derivatives Contracts and which shall not be less than the margin stipulated by the Clearing House.
- "Approved Collateral" means such securities, fixed deposits, bonds, chattels (movable and immovable), commodity, investments and financial instruments (including but not limited to the benefit of any foreign exchange contracts, Derivatives Contracts or any other property whatsoever) and other valuables as the Applicant may, with the agreement of the Bank, deposit with, pledge to or transfer to the Bank by way of security to protect the Bank against any loss or risk of loss on present, future or contemplated Derivatives Contracts and includes Additional Collateral (as defined below).
- "Approved Securities" means securities prescribed by the Clearing House as eligible to be deposited with the Clearing House by the Bank for the purpose of the Bank's margin payment to the Clearing House.
- 2.9 The Applicant shall maintain with the Bank a deposit which shall be determined by the Bank and shall deposit such other amount, pay Margin and/or lodge such Approved Collateral (which shall be acceptable to the Bank) as may be required by the Bank from time to time in connection with the trading by the Applicant in Derivatives Contracts. The Applicant agrees and acknowledges: -
- (a) that the Applicant's liability in respect of Margin calls is not limited to the amount of the said deposit;
  - (b) that the Bank may call for payment of a further deposit or Margin (by whatever terms those obligations are described) or call for the further lodgement of Approved Collateral as the Bank, in its absolute discretion deems necessary to protect itself from obligations incurred by executing Derivatives Contracts on the Applicant's behalf;
  - (c) that the deposit, Margin and any Approved Collateral deposited with the Bank may be utilised in meeting any obligations of the Applicant or obligations incurred by the Bank in dealing in Derivatives Contracts on behalf of the Applicant, in respect of Derivatives Contracts traded by or on behalf of the Applicant and registered with the Clearing House;
  - (d) that the Applicant is legally entitled to deposit, transfer or pledge the Approved Collateral to the Bank and the Approved Collateral are free from all liens, encumbrances and claims of any kind;
  - (e) that the Applicant shall deliver or procure the delivery to the Bank or to the Bank's nominee all certificates, fixed deposits receipts, renewal receipts and/or other documents of title in relation to the Approved Collateral together, with appropriate duly executed transfer forms in respect thereof. Where the Approved Collateral are scrippless securities prescribed under the Securities Industry (Central Depositories) Act 1991 or prescribed under other relevant statutes or rules regulating securities which are traded on other recognised stock exchanges declared by Bursa Securities, they shall be deposited or transferred into a securities account under the name of the Bank or the Bank's nominee maintained with the Bursa Malaysia Depository Sdn Bhd or to such other securities account and in such other manner as may be stipulated by the Bank from time to time;
  - (f) that the Applicant further agrees to execute all relevant documents as may be required by the Bank at any time and from time to time for the purpose of facilitating and giving effect to Clauses (b) to (e) above;
  - (g) that upon the pledge of the Approved Collateral, the Approved Collateral shall include all stocks, shares and other securities, rights or other property paid, distributed, accruing or offered at any time (by way of dividends, bonus, redemption rights, preference, option, warrant or otherwise) on, to or in respect of or in substitution of any of the

	<p>Approved Collateral ("Additional Collateral") and all dividends paid or payable on the Approved Collateral and the Additional Collateral;</p> <p>(h) notwithstanding that the Approved Collateral are transferred and/or pledged to the Bank in accordance with the terms of the Agreement, the Applicant agrees that neither the Bank nor its nominee shall have any duty or responsibility with regard to attendance at meetings or voting in respect of any of the Approved Collateral or with regard to any subscription, conversions or other rights in respect thereof or with regard to any corporate exercise affecting or in relation to the Approved Collateral or in connection therewith or otherwise, or to participate at meetings or voting in respect of any of the Approved Collateral or take any affirmative action in connection with any of the matters mentioned herein except in accordance with the Applicant's written instructions which shall be given to the Bank at least seven (7) business days before the closing date for acting on the matters (and which shall be accompanied by the requisite payment in the case of subscription for rights and all other similar entitlements represented by the Approved Collateral) and upon such conditions and indemnities and provisions for expenses as the Bank and/or its nominee may require;</p> <p>(i) that the time for payment of Margin is of the essence and if no time is stipulated by the Bank prior to calling for Margin, then the Applicant is required to comply before the start of trading on the following business day;</p> <p>(j) that the liability to pay Margin accrues at the time the Margin requirement comes into existence regardless of when a call is made;</p> <p>(k) that in respect of trading in options, the liability to pay the premium accrues at the time the trade is executed regardless of when a demand for payment of the same is made;</p> <p>(l) that the Bank may (subject to the business Rules of Bursa Derivatives and/or Specified Exchanges) deem one (1) hour a reasonable time to comply with a demand for payment of Margin; and</p> <p>(m) that in relation to trades conducted on Bursa Derivatives and/or Specified Exchanges and registered with the Clearing House on the Applicant's behalf, that the Applicant has no rights whether by way of subrogation or otherwise against any person or corporation other than the Bank.</p> <p>2.10 The Applicant agrees that in the event the Applicant wishes to lodge Approved Securities with the Bank, the Applicant shall enter into a Memorandum of Deposit in favour of the Bank upon such Terms and Conditions as may be stipulated by the regulatory authorities and/or the Bank.</p> <p>2.11 Without prejudice to any other provision in the Agreement, the Applicant agrees that the Bank may hold securities or Derivatives Contracts purchased for the Applicant or may place Margin in an omnibus account of the Bank with another broker/custodian/nominee/Bursa Derivatives/Specified Exchanges/Clearing House aggregated with other securities or Derivatives Contracts purchased by the Bank for, or Margin deposited by, other clients of the Bank, and provided that the Bank has selected or engaged such broker/custodian/nominee/Bursa Derivatives/Specified Exchanges/Clearing House in good faith, the Bank shall not be liable to the Applicant for any and all loss suffered or incurred by the Applicant as a result of any act, omission or insolvency of such broker/custodian/nominee/ Bursa Derivatives/Specified Exchanges/Clearing House.</p> <p><b>Closing Out of Derivatives Positions</b></p> <p>2.12 The Applicant will give the Bank liquidating instructions on open futures and option positions maturing in a current month at least five (5) business days prior to the first notice day in the case of long positions in open Derivatives Contracts and at least five (5) business days prior to the last trading day in the case of short positions in open Derivatives Contracts and long and short positions in open options contracts. Alternatively, the Applicant will provide the Bank with sufficient funds to take delivery of the contract or deliver the necessary delivery documents to the Bank to make delivery of the contract within the same period described above. If neither instruction, nor funds, nor documents are received by the Bank by the time specified above, the Bank may, without notice to the Applicant, either close out the Applicant's position or make or receive delivery on the Applicant's behalf upon such terms and by such methods which the Bank deems to be appropriate. If the Applicant fails to make delivery of documents in a timely manner, the Applicant will be responsible for any and all fines, late charges and damages imposed or suffered by Bursa Derivatives, the Specified Exchanges, Clearing House and/or by the Bank and all consequential losses and damages pursuant to all rules applicable and/or governing the operation of the Account(s) and also pursuant to the customary practices prevailing in the market concerned.</p> <p>2.13 The Applicant agrees and acknowledges that the Bank may at any time without prior notice in its absolute discretion take such steps as it may consider necessary or desirable to comply with or perform, cancel or satisfy any obligations of the Bank to the relevant regulatory authorities, Bursa Derivatives/Specified Exchanges and/or Clearing House in respect of Derivatives Contracts traded on the instructions of the Applicant including but without limitation to closing out and/or performing any and all such open Derivatives Contracts and may for such purpose: -</p> <p>(i) buy or sell (in any manner howsoever and including from itself) the subject matter/asset underlying any open Derivatives Contracts; and/or</p> <p>(ii) apply any Margin or Approved Collateral in each case so that all sums expended by the Bank in excess of any sums held by the Bank on the Applicant's behalf shall be paid by the Applicant to the Bank forthwith on demand.</p> <p>the Bank will attempt to give prior notice of such mentioned courses of actions, as appropriate, whenever possible;</p> <p>2.14 The Applicant is responsible to pay in cash any deficit (which shall include interest) owing to the Bank after closing out of any of the Applicant's Derivatives Contracts and also before closure of the Applicant's Account(s) and that if the Applicant fails to pay such deficit, the Bank may realise any deposit, Margin, Approved Collateral and/or Additional Collateral held by the Bank in any of the Applicant's Account(s) with the Bank upon such terms and consideration as the Bank deems fit and apply the proceeds thereof against the deficiency;</p> <p><b>Trading Limit</b></p> <p>2.15 The Bank reserves the right to refuse to trade on behalf of the Applicant (other than closing out existing positions held on behalf of the Applicant), suspend the Applicant from trading and/or impose limit including buy and sell limits, position limits and limits on contract size on the Applicant's Account(s) without assigning any reasons thereto and without having to give due notice to the Applicant and the Applicant shall not exceed such limits. Any limits imposed by the Bank shall not be above the limits set by Bursa Derivatives and/or Specified Exchanges and may be reviewed by the Bank from time to time.</p>
--	---

Where Bursa Derivatives and/or Specified Exchanges imposes limits which are higher than the Bank's limits, the Applicant shall be obliged to observe the Bank's lower and agrees to abide by any position and exercise limits set by Bursa Derivatives, Specified Exchanges or Clearing House as notified by the Bank to the Applicant from time to time. The Applicant is aware that on certain trading days if the Derivatives Contracts are up or down their permissible limit set by Bursa Derivatives and/or Specified Exchanges, trading may cease to the Applicant's financial disadvantage.

#### **Recording**

- 2.16 The Bank may, and the Applicant authorises the Bank to, record and archive all telephone and/or electronic communications with the Applicant in order to verify instructions given by the Applicant and that such records or archives shall be conclusive evidence of any instructions given by the Applicant, for all intents and purposes.

#### **Recommendations by Representatives Not To Be Construed As Recommendations by the Bank**

- 2.17 The Applicant acknowledges that any trading recommendation, information or representation conveyed by the Bank and/or its authorised agents and/or its FBR is not to be construed as recommendation, advice, suggestion or solicitation for entering into Derivatives Contracts by the Bank, and that the Bank and/or its authorised agents and/or its FBR accepts no liability whatsoever for any loss or damage arising from or in connection with such trades recommendation, information or representation. Any such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable may be incomplete, may not have been verified and may be changed without notice to the Applicant and the Bank makes no representation, warranty or guarantee as to its accuracy, completeness or correctness. Any such recommendation or information is not to be taken in substitution for the exercise of judgment by the Applicant. The Applicant further agrees and acknowledges that all orders issued by the Applicant whether in reliance on recommendations or investment information obtained from the Bank, the Bank's authorised agents or its FBR or otherwise are at the Applicant's own sole risk and that the Applicant shall have no claims whatsoever against the Bank whether in contract or in tort for any losses incurred by the Applicant as a result thereof.
- 2.18 The Applicant agrees that the Applicant will not hold the Bank or any of the Bank's officers, employees or agents responsible or liable for whatever losses incurred as a result of the act, representation and/or omission of the Applicant's FBR (including his/her assistant) in carrying out his/her duties in connection with the Applicant's Account.
- 2.19 The Applicant acknowledges that the Bank's authorised agents, employees and FBRs are not authorised to accept any liability on the Bank's behalf, nor to waive or vary any of the Terms and Conditions in the Agreement.

#### **Opposite Position That May Be Taken By the Bank / Affin Group**

- 2.20 The Applicant is aware that the Bank is part of the Affin Bank Berhad's related companies (as defined in the Malaysian Companies Act 2016) ("Affin Group") which is engaged in securities trading, derivatives trading, fund management, financing and research activities as well as providing investment banking, investment and financial advisory services. In the ordinary course of its business activities, the Bank or any member of the Affin Group may at any time hold positions, trade or otherwise effect transactions for its own account or the accounts of other clients, in debt or equity securities that may be opposite to the trading position taken by the Applicant. The Bank or any member of the Affin Group may also have given loans to any issuer of the securities traded or will be traded by the Applicant.
- 2.21 The Bank has the right (subject to Section 99 of the CMSA), either on its own account or on behalf of other clients, to take opposite positions to the positions taken by the Applicant in Derivatives Contracts. The Bank, its directors, employees, FBRs or persons related to any of the foregoing may trade in Derivatives Contracts on their own account and take opposite positions to the positions taken by the Applicant in Derivatives Contracts.

#### **Contract Notes and Statements**

- 2.22 Any notice, communication, contract notes, contra statements, statements of accounts and/or other documents ("the said documents") issued by the Bank shall be deemed final, conclusive and binding, save for manifest error(s). The Bank reserves the right to amend or cancel and issue new contract notes, statements and/or any other said documents at any time if it discovers that the said documents are erroneous.
- 2.23 The Applicant agrees that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Bank's authorised staff showing the Applicant's indebtedness to the Bank shall be binding and conclusive evidence in any legal proceedings against the Applicant.

#### **Notices**

- 2.24 The Bank sends the following notices to the Applicant:
- (a) Notices may be sent to the Applicant by ordinary mail or by electronic means whether through the internet, facsimile or other communication modes and shall be deemed to have been duly received by the Applicant if sent by the Bank to the correspondence address or electronic address given in the Account Opening / Updating Application Form, or to such other correspondence or electronic address as the Applicant may hereafter notify the Bank in writing or through electronic mode (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider).
  - (b) Notices sent by mail shall be deemed duly given at 9.00 am on the second (2<sup>nd</sup>) business day immediately following the date of mailing. Notice sent by electronic mail shall be deemed given at the time the electronic mail was sent. Notice posted in the Bank's website portal shall be deemed given at the time the notice was posted. Notice by facsimile shall be deemed given upon the receipt of a confirmed transmission report by the Bank. Unless otherwise prohibited by the Rules of Bursa Derivatives, notices may also be given to the Applicant in other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause.
  - (c) The Applicant further agrees that any notice given may take any form including without limitation any electronically produced unsigned notice, notice printed on the statement of account, contract notes, any other said documents sent by the Bank to the Applicant or printed on their over-leaves or a notice placed at the Bank's premises or other

	<p>means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause.</p> <p>(d) Where any communication by the Applicant is given by electronic mail or sent through the Bank's website portal, the Bank is entitled to rely upon and act in accordance with the message contained therein without enquiry as to the identity of the person making such communication and the Bank shall further be entitled to treat such communication as fully authorised and binding upon the Applicant.</p> <p>(e) All notices to the Bank shall be sent to its place of business as posted by the Bank in its website or such other place as the Bank may hereafter notify the Applicant in writing.</p> <p><b>Document Sent to the Bank via Electronic Communication or Facsimile</b></p> <p>2.25 Documents transmitted by electronic communication or facsimile may be accepted as original documents at the sole discretion of the Bank. In that event that the Bank accepts such documents as original documents, the signature of any person or entity thereon, is to be considered as original signature, and the document transmitted is to be considered to have the same effect as an original signature on an original document, otherwise at the request of the Bank, any documents sent via electronic communication or facsimile must be re-executed in original form by the persons or entities who executed the documents. No party hereto may raise the use of electronic communications or facsimile as a defense to the enforcement of any documents executed in compliance with this Clause. The Applicant agrees not to dispute the validity or enforceability of electronic communications and further agrees to waive any right to raise any defense based on the absence of writing.</p> <p><b>Change of Correspondence Address / Email Address</b></p> <p>2.26 The Applicant shall forthwith notify the Bank in writing of changes to any of the Applicant's addresses or other information including without limitation to the Applicant's mailing address and electronic mail addresses. Should the Applicant fail to notify the Bank or the Bank fail to receive the Applicant's notification, any said documents sent out by the Bank by ordinary post to the Applicant's last known address shall be deemed to have been received by the Applicant on the second (2<sup>nd</sup>) business day following posting.</p> <p><b>Verification of Transaction</b></p> <p>2.27 The Applicant is under a duty to examine and verify all entries in the notification of transaction which the Bank will send to the Applicant after the date of execution of the transaction and to report any error found therein. Unless the entries therein are objected to within three (3) business days after posting/transmission to the Applicant of the same, the entries shall be deemed correct and shall be conclusive against the Applicant and the Applicant shall be bound by all entries in the notification and the Bank shall be free from all claims in respect of any and every item shown in the notification.</p> <p><b>Review</b></p> <p>2.28 The Account is subject to internal review and the Bank at its absolute discretion is entitled to, at any time, suspend or terminate the Account without assigning any reasons thereto, notwithstanding Clause 2.29 below.</p> <p><b>Termination</b></p> <p>2.29 The Account may be terminated by either party by notice in writing of not less than five (5) business days and all balances in the Account shall become immediately at the expiry of such notice due and payable. Any termination hereof shall be without prejudice to the Bank's right to settle any transactions entered into, or to settle any liability incurred by the Applicant hereunder, prior to termination, and the Applicant shall remain liable for all costs and expenses incurred as a result of the Bank settling such transactions, which shall be paid to the Bank by the Applicant immediately upon demand. Upon termination of the Agreement, unless otherwise agreed in writing, the Bank will close out all the Applicant's open Derivatives Contracts and close out, abandon and/or exercise any options not yet exercised.</p> <p>2.30 Termination of the Agreement shall not affect either party's rights in respect of any antecedent breaches.</p> <p>2.31 The Bank shall not be liable to the Applicant for any claims, costs, damages or losses that may arise or that may be suffered or incurred by the Applicant as a result of the termination of the Agreement.</p>
<p><b>3.</b></p>	<p><b>SETTLEMENT AND SET-OFF</b></p>
	<p><b>Payment to the Bank</b></p> <p>3.1 The Applicant hereby agrees to pay to the Bank commission, fees, charges, levies, stamp duty and any taxes where relevant on the services provided at such rates as determined by the authorities or the Bank from time to time, including any amendment thereof with or without notice to the Applicant. The Applicant authorises the Bank to debit such amount from the Applicant's segregated account to meet such monetary obligations.</p> <p>3.2 The Bank may impose customary and reasonable charges including but not limited to brokerages, commissions and interest charges. These charges may be varied by the Bank from time to time without notice to the Applicant. If the Applicant's Account is on margin call or carries a debit balance, the Bank may charge interest commencing on the first day of margin call or debit balance. The interest rate charged shall be calculated at a commercial bank's prevailing rate to finance the margin call and/or debit balance.</p> <p>3.3 All payments to the Bank shall be in the currency in which they are due unless the Bank otherwise agrees, in free and clear funds and free of deductions or withholdings. If the Applicant is required to effect such deductions or withholdings, then the amount due to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equals to the amount the Bank should have received in the absence of such deduction or withholding.</p>

3.4 The Applicant undertakes to pay to the Bank, as and when due, or upon demand, all monies owing from the Applicant to the Bank in connection with the Account and to promptly pay interest on all amounts outstanding on the Account at the rate as may be determined by the Bank in its absolute discretion from time to time (both before and after judgment), as well as fees (on a full indemnity basis) and other expenses incurred by the Bank in recovering any amount outstanding from the Applicant or in connection with the Bank enforcing any of its rights under these terms and conditions, notwithstanding the termination of this Agreement and/or the closure of the Account and/or the CDS Account.

3.5 The Applicant undertakes to inform the Bank of any material facts that may adversely affect the Applicant's financial position and/or the Applicant's creditworthiness from time to time. The Applicant hereby declares that the Applicant has the financial means to settle any outstanding amounts or debts due from the Applicant to the Bank or its related companies.

#### **Cross Border Trading Settlement**

3.6 The Bank may convert any currencies given to the Bank into any currency at the prevailing currency conversion rate or purchase any currency for settlement of the outstanding debt at the prevailing rate quoted by the Bank or a bank of the Bank's choice. The Applicant 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 the Applicant's account shall be borne by the Applicant, including but not limited to any shortfall whether in collateral or settlement amount due to exchange rate fluctuations which shall be considered an outstanding debt for which the Applicant is required to settle in full. The Applicant shall indemnify the Bank against any loss sustained by the Bank as a result of any conversion and shall in any event indemnify the Bank against the cost of making any purchase of currency. These indemnities constitute a separate and independent obligation from the other obligations contained herein and shall give rise to a separate and independent cause of action and shall apply irrespective of any indulgence granted by the Bank or its related companies and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of sum(s) due from the Applicant to the Bank or its related companies.

#### **Set-Off**

3.7 The Bank is irrevocably authorised by the Applicant to utilise any sale proceeds due to the Applicant or any sum standing to the Applicant's credit whether by way of deposit, Margin or otherwise and/or dispose of, transfer or otherwise deal with any Approved Collateral deposited or pledged to the Bank for the Applicant's credit in any of the Applicants Account(s) maintained with the Bank (whether singly or jointly held with other person(s), maintained at the same or different office of the Bank or serviced by the same or different FBR) to set off or cover any shortfall in deposit, Margin and/or Approved Collateral and/or to settle any outstanding sums or debt due to the Bank whether for securities trading, unit trust, fund management, loans facility or any products/facilities not specifically mentioned herein or due to its related company whether under any of the Applicant's personal account(s), joint account(s) held with others, account(s) for which the Applicant may be a guarantor or account(s) of any of the Applicant's related company (in the case of corporate applicant) and whether the transactions are effected on the same exchange or different exchanges and whether effected under the same account or different accounts maintained at the same office or at different offices of the Bank or its related company and whether serviced by the same person or otherwise in the following manner: -

- (a) firstly to apply in or towards satisfaction, or in reimbursement to the Bank, of all costs, expenses, interest, outstanding sum, damages, losses and liabilities incurred under or in respect of all and any Derivatives Contracts purchased or sold by the Bank on instruction of the Applicant and all liabilities, expenses and fees incurred in the Applicant's Account(s);
- (b) secondly to apply in or towards satisfaction, or in reimbursement to the Bank, of all costs, expenses, interest, outstanding sum, damages, losses and liabilities incurred under or in respect of all and any Derivatives Contracts purchased or sold by the Bank on instruction of the Applicant and all liabilities, expenses and fees incurred in any other of the Applicant's account(s) with the Bank;
- (c) thirdly to apply in or towards satisfaction of all damages, liabilities, losses and outstanding sum (including interest, expenses and fees) due from the Applicant to any Related Company of the Bank;
- (d) fourthly to apply in or towards satisfaction of all damages, liabilities, losses and outstanding sum (including interest, expenses and fees) due from any of the Applicant's related company to the Bank or to any of the Bank's related company; and
- (e) finally to repay any surplus to the Applicant.

The rights accorded to the Bank herein are exercisable by the Bank irrespective of whether an Event of Default (as defined below) has occurred or not.

#### **Events of Default**

3.8 The following shall constitute Events of Default: -

- (a) the Applicant shall fail: -
  - (aa) to provide deposit, Margin or Approved Collateral when called upon to do so;
  - (bb) to make or take delivery of any underlying assets of the Derivatives Contracts when required to do so; or
  - (cc) to pay any purchase price or other payments thereunder when due.
- (b) the death of the Applicant (being an individual);
- (c) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Applicant;
- (d) if distress or execution proceeding or writ of seizure and sale or attachment is levied or issued against any of the Applicant's monies, properties or assets;
- (e) the Applicant commencing or entering into any negotiation, compromise or arrangement with the Applicant's creditor(s);
- (f) default by the Applicant in the due performance or observance of any of the Terms and Conditions of the Agreement or any provisions of relevant statutes and regulations, the by-laws, rules, customs, usages or practices of Bursa Derivatives, Specified Exchanges or Clearing House;
- (g) any representation or warranty made in or in pursuance of the Agreement or in connection with the application for opening of the Applicant's Account(s) with the Bank or in any certificate, statement or other documents delivered to the Bank being or becoming incorrect or untrue in any material respect;

	<p>(h) if any loan, credit facility, accommodation, guarantee, indemnity or other obligation whatsoever constituting indebtedness by the Applicant or any of the Applicant's subsidiaries (in the case of corporate applicant) to the Bank or the Bank's related company or any parties becomes due prior to its scheduled maturity (by demand or otherwise) or if such indebtedness shall not be paid at the maturity thereof or within the period of grace allowed for payment thereof or if the Applicant or any of the Applicant's subsidiaries is otherwise in breach of or in default of any agreement, deed or mortgage under or pursuant to which such indebtedness was created, incurred or assumed;</p> <p>(i) any of the consents, authorisations, approvals or board resolutions required by the Applicant to enter into this Terms and Conditions being modified in a manner unacceptable to the Bank or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect; and</p> <p>(j) if in the Bank's opinion (without having to assign any reasons thereof) that the continuation and operations of the Applicant's account(s) is detrimental or would be likely to be detrimental to the Bank's interest or otherwise undesirable.</p> <p>3.9 Without prejudice to any other right or remedy which the Bank may have under the Agreement, if any Event of Default occurs, the Bank shall be authorised, in its absolute discretion (but without being bound to do so) to take one or more of the following actions: -</p> <p>(i) satisfy any obligation or liability the Applicant may have to the Bank, by selling, exchanging, converting into money or otherwise any Approved Collateral and/or any other security deposited with the Bank;</p> <p>(ii) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Applicant;</p> <p>(iii) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Bank as security for the Applicant's Account(s);</p> <p>(iv) close out without recourse any or all the Applicant's Derivatives Contracts and any corresponding contracts;</p> <p>(v) borrow or buy properties or assets of whatsoever nature found necessary by the Bank or required to make delivery against any sale (including a short sale) effected for the Applicant;</p> <p>(vi) exercise any rights granted by Clause 3.7 hereof; and/or</p> <p>(vii) close the Applicant's Account(s) and terminate the Agreement forthwith.</p> <p>PROVIDED ALWAYS THAT a prior demand for additional deposit, Margin or Approved Collateral or call of any kind from the Bank, or prior or outstanding demand or call from the Bank, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Bank's rights granted by the Agreement.</p> <p>3.10 The Applicant hereby consents and agrees to the transfer of the legal ownership of the Approved Collateral to any party arising from the exercise of the Bank's powers herein and in connection thereto the Applicant irrevocably appoints the Bank as the Applicant's attorney and authorises the Bank to execute all relevant documents at any time and from time to time and accord to the Bank all rights and powers to take the necessary steps to execute and give effect to the above said transfer. Notwithstanding the above, where required by the Bank, the Applicant shall also execute all relevant documents for the purpose of executing and giving effect to the above said transfer.</p> <p>3.11 After deducting all costs and expenses incurred in connection with any action referred to in Clause 3.10 above, the Bank shall apply the sales proceeds or the value of the Approved Collateral in the manner stated in Clause 3.7 hereof.</p> <p><b>Withdrawal of Approved Collateral</b></p> <p>3.12 The Applicant shall be entitled to withdraw any or all of the Approved Collateral deposited and pledged herein, by giving the Bank ten (10) business days' notice in writing in any of the following circumstances:</p> <p>(a) where the Approved Collateral are in surplus of the amount of Margin and outstanding sum (including interest, expenses and fees) owing to the Bank and its related company in any account(s) of the Applicant whether the account(s) are singly or jointly held with others or account(s) for which the Applicant is a guarantor, to the extent of the surplus amount;</p> <p>(b) where the value of the Approved Collateral to be withdrawn is replaced/exchanged with any other securities or form(s) of collateral acceptable by the Bank or cash of equal value; or</p> <p>(c) where the Applicant no longer has open positions in respect of Derivatives Contracts traded on the Applicant's behalf by the Bank or given up to the Bank and has no outstanding sums owing to the Bank or its related company in any account(s) whatsoever whether such account(s) are the Applicant's personal account(s), joint account(s) held with others or account(s) for which the Applicant is a guarantor and whether the account(s) are maintained at the same office or at different offices of the Bank or its related company and whether serviced by the same person or otherwise.</p> <p><b>Official Receipt</b></p> <p>3.13 All payments shall be deemed received by the Bank only upon issuance of the Bank's official receipts. Should the Applicant make payment by cheques, the same must be crossed "A/C Payee Only" and issued in favour of the Bank.</p> <p><b>Payment by the Bank</b></p> <p>3.14 For any reason the Bank cannot effect payment or repayment to the Applicant in a particular currency in which payment or repayment is due, the Bank may effect payment or repayment in the equivalent in any currency selected by the Bank based on a rate of exchange determined by the Bank in respect thereof at the relevant time.</p>
4.	<b>ELECTRONIC TRADING SERVICE</b>
	<p>4.1 The Applicant is desirous of utilising the Electronic Trading Service" ("ETS"), which is the services and facilities that the Bank may permit the Applicant to access via any internet trading platform, website (including but without limitation to the Bank's Websites), computer, mobile devices, or any other means by which ETS Order (an order keyed in through the ETS which includes instructions to buy or sell, to modify and to cancel orders) may be submitted into the Trading Systems provided by the Bank and/or any third party providers selected by the Bank and ETS further includes direct market access ("DMA") by</p>

	<p>which an order is submitted into an ETS Infrastructure (the infrastructure established and/or maintained by or for the Bank which facilitates ETS) for execution in the Automated Trading System ("ATS") (an automated and computerised trading system established by Bursa Derivatives and/or Specified Exchanges) by the Applicant without any intervention by a FBR and/or being entered or re-entered by a FBR, to trade in Derivatives Contracts on Bursa Derivatives and/or Specified Exchange recognised by Bursa Derivatives.</p> <p>4.2 The Applicant agrees, understands and acknowledges that:</p> <ul style="list-style-type: none"> <li>(i) The Applicant agrees that all access fees to the ETS Infrastructure will be the sole responsibility of the Applicant and the Applicant shall use its own computer equipment or telecommunication devices (at own cost and expenses) to utilise the ETS;</li> <li>(ii) The Applicant agrees to pay all relevant fees, charges, levies &amp; taxes (including Good and Services Tax) for the ETS and that the Applicant authorises the Bank to debit such amount from the Applicant's Account to meet such monetary obligations; and</li> <li>(iii) The Applicant acknowledges and agrees that the Bank may at its discretion vary the fees and charges payable for the use of ETS from time to time without prior notice given to the Applicant.</li> </ul> <p>4.3 The Applicant hereby agrees that trading in Derivatives Contracts pursuant to the ETS shall be subject to and be in compliance with any applicable laws including the CMSA, rules, regulations, guidelines and directives of Bursa Derivatives and/or Specified Exchanges and any other relevant authorities regulating DMA and be further subject to the guidelines, directives, terms and conditions set by the Bank (as may be issued and/or varied from time to time by the Bank) in relation to the trading and operation of the Applicant's Account(s) with the Bank and the use of the ETS.</p> <p>4.4 The Applicant acknowledges that the Applicant has knowledge on the following: -</p> <ul style="list-style-type: none"> <li>(i) the process of entering ETS Orders (including DMA orders) through the ETS Infrastructure;</li> <li>(ii) the requirements in the Rules of Bursa Derivatives and/or Specified Exchanges in relation to trading on the market; and</li> <li>(iii) the relevant laws pertaining to trading on the market.</li> </ul> <p>4.5 The Applicant further acknowledges and agrees that if the Applicant directs an order or orders to a particular market, the Applicant shall assume full responsibility for possessing such skills and knowledge on the trading mechanisms in accordance with the rules and policies of that market (including but not limited to the trading hours, order types, margins required, etc.).</p> <p>4.6 The Applicant further acknowledges and agrees that the Bank reserves the right to: -</p> <ul style="list-style-type: none"> <li>(i) set specific parameters defining the ETS Orders including restriction to specific Derivatives Contract or size of orders;</li> <li>(ii) set a maximum order limit, whether it is an order limit per execution and/or daily limit and/or otherwise (each a "Limit");</li> <li>(iii) reject any orders for any reason including but not limited to those orders that do not fall within the designated parameters of authorised orders or any orders which, if executed, would exceed the Limit; and</li> <li>(iv) discontinue accepting any orders from the Applicant at any time without notice.</li> </ul> <p>4.7 The Bank also reserves the right to change the designated parameters of authorised orders and/or the Applicant's Limit (including but not limited to restriction to specific instruments or size of order) from time to time at the Bank's discretion without notice.</p> <p>4.8 The Applicant when entering an ETS Order, shall ensure that the ETS Order conforms to the designated parameters of authorised orders and that trading shall be within the Applicant's Limit as required and prescribed by the Bank.</p> <p>4.9 The Applicant accepts full responsibility for monitoring the Applicant's Account(s) with the Bank and the Applicant shall be responsible for any accidental, fraudulent or unauthorised transaction, instruction or communication transmitted via the ETS Infrastructure. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of transaction, instruction or communication, the Applicant shall immediately notify the Bank.</p> <p>4.10 All notifications in relation to the Clause 4.9 shall be sent to the Bank as per the Contact Details page available on the Bank's website at <a href="https://www.affinhwang.com">https://www.affinhwang.com</a> or as may be updated by the Bank from time to time.</p> <p>4.11 The Applicant shall be liable for and accept the consequences of all transactions transmitted (including transactions by persons authorised by the Applicant in the case of a corporate applicant) via the ETS Infrastructure even if any such transactions are incorrect, originate from a person other than an authorised person or are miscommunicated due to a malfunction of the ETS Infrastructure. The Applicant shall not assert amongst others the absence of additional controls as a reason for rejecting commitments arising from ETS Orders transmitted via the ETS Infrastructure.</p> <p>4.12 The Applicant warrants that only persons authorised by the Applicant can access and place ETS Orders and that such person is authorised under applicable law to conduct such trading at all times.</p> <p>4.13 The Applicant further warrants that persons authorised by the Applicant to access and place ETS Orders are deemed to know the requirements of the Rules of Bursa Derivatives and/or Specified Exchanges and other applicable requirements, rules, regulations and guidelines in relation to the entry and trading of ETS Orders including the knowledge as required under Clauses 4.4 &amp; 4.5 herein.</p> <p>4.14 The Bank shall be entitled to treat any transaction, instruction and/or communication transmitted and received by the ETS as genuine and the Bank shall be under no duty to verify the authenticity of such transaction, instruction or communication or the authorised persons of the Applicant placing the ETS Orders.</p> <p>4.15 The Applicant agrees to verify the details of an ETS Order before transmission. The Applicant acknowledges that cancellation or modification of the ETS Order may not be possible once transmitted. The Applicant further acknowledges that a request to cancel or amend an ETS Order may only be possible before such ETS Order is executed and that the Applicant agrees to accept full responsibility for any full or partial execution of an ETS Order irrespective of whether or not the Applicant has attempted to cancel or amend such ETS Order.</p>
--	---



- 4.16 An ETS Order may be rejected automatically by the ETS Infrastructure. The Bank may also in its absolute discretion reject, stop, intercede or cancel an ETS Order, if the conditions stipulated in Clause 4.7 are not fulfilled or if in the Bank's opinion, the execution of such ETS Order would be in breach of any applicable law or regulation or otherwise adversely affect the Bank or its related companies' interests or for any reason whatsoever.
- 4.17 The Applicant hereby warrants and undertakes that: -
- (i) the Applicant shall ensure that all relevant laws, regulations, directives and the Bank's Terms and Conditions regarding the use of the ETS have been and will be complied with at all times;
  - (ii) the Applicant shall not use the ETS or the ETS Infrastructure for any purposes except to place ETS Orders on Bursa Derivatives and/or Specified Exchanges;
  - (iii) the Applicant has the authority to enter into and perform its obligations under the Agreement; and
  - (iv) the Applicant's performance of its obligations hereunder will not violate or be in conflict with
    - (a) any enactment, regulation, rule or other obligation to which the Applicant is subjected to;
    - (b) the Applicant's memorandum and articles of association; or
    - (c) any other document, instrument or undertaking binding on the Applicant.
- 4.18 The Bank reserves the right to halt, suspend, or terminate the ETS and the transmission of ETS Orders via the ETS Infrastructure at the Bank's discretion at any time without notice.
- 4.19 The Applicant acknowledges and agrees to each of the following: -
- (i) The Bank does not expressly nor impliedly warrant or guarantee the result of the use of the ETS or with respect to any data, information or message including but not limited to Market Information (the collection or database of any information and data received by the Applicant through the ETS for the Applicant's use for trading in Derivatives Contracts) that the Bank may provide in connection with the ETS or that any or all failures, defects, or errors will be corrected, or that the ETS will meet the Applicant's requirements;
  - (ii) No condition, warranty or representation of any kind is or has been given by or on behalf of the Bank in respect of the merchantability or fitness for a particular purpose for the use of the ETS, the ETS Infrastructure or any part thereof, and accordingly the Applicant confirms that the Applicant has not, in determining whether to use the ETS, relied on any condition, warranty or representation by the Bank or any person on the Bank's behalf, expressed or implied, in relation to the ETS or any part thereof; and
  - (iii) The Applicant's access and use of the ETS is on a non-exclusive, non-transferable basis and the Applicant shall not allow any other person to use the ETS (except for authorised persons in the case of a corporate applicant).
- 4.20 The Bank shall not be liable or have any responsibility whatsoever for any losses, damages, costs, claims or expenses of any nature (including consequential losses or damages) incurred or suffered by the Applicant resulting from the Applicant's use of, or inability to use, the ETS (including but not limited to error, failure of transmissions, delays, failures caused by Bursa Derivatives and/or Specified Exchanges, service provider or any third party or unauthorised modifications by break-ins or any halting, suspension or termination of the ETS and the transmission of ETS Orders via the ETS Infrastructure by the Bank as provided herein or any other cause).
- 4.21 The Bank shall not be liable for the non-performance of any of the Bank's obligations under the Agreement or otherwise, by reason of any cause beyond the Bank's reasonable control, including but not limited to any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, breakdown, suspension or failure of transmission or communication or computer facilities or arising from the ETS, postal or other strikes or similar industrial action, act of God and the failure of any relevant Exchange, Clearing House or service provider for any reason to perform their obligations.
- 4.22 The Bank shall not be liable or have any responsibility for any rejection, cancellation or intervention of an ETS Order by the ETS Infrastructure or the Bank.
- 4.23 The Applicant expressly acknowledges and agrees that the Bank has made no recommendation with respect to the ETS or any transactions in connection with the ETS and that the Bank and any third party service providers selected by the Bank provide the ETS on an "as is" basis and the usage of the ETS is at the Applicant's sole risk.
- 4.24 The Bank (including its related companies, directors, connected parties and/or their employees) make no representation and/or warranty, express or implied or statutory, in respect of the ETS which is provided by a third party, including the internet access facility.
- 4.25 In no event shall the Bank be liable for any claim or demand, whatsoever and howsoever arising, in relation to the ETS and internet access facility. For the avoidance of doubt, the Bank shall not be liable for any losses or damages caused as a result of any inability or curtailment of any trading opportunity howsoever arising, including, but not limited to, the failure, malfunction and/or breakdown of the ETS and internet access facility.
- 4.26 The Applicant shall indemnify and keep the Bank indemnified from and against all proceedings, claims, 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: -
- (i) from any action taken by the Bank pursuant to any instructions, notice or request of the Applicant;
  - (ii) due to failed settlement of transactions through the ETS Infrastructure as a result of the Applicant's negligence or willful misconduct; and
  - (iii) due to the Applicant's breach of any of the provisions contained herein or in the Agreement or the infringement or violation of any third party's rights including but without limitation to copyright and other intellectual property rights.
- provided always that this indemnity shall survive the termination of the Agreement or the closure of the Applicant's Account(s) or CDS Account.

	<p>4.27 The Applicant acknowledges and agrees to each of the following: -</p> <ul style="list-style-type: none"> <li>(i) To provide the Bank with such information or documentary proof in respect of the matters set out in the Agreement or in any other documents/forms which may be or required to be executed by the Applicant in relation to the opening and operation of the Applicant's Account(s) and for the use of the ETS;</li> <li>(ii) The Applicant undertakes to inform the Bank in writing as soon as practicable of any changes to any particulars set out in the Agreement, or in any other forms or documents previously furnished by the Applicant to the Bank;</li> <li>(iii) In the event any particulars furnished by the Applicant pursuant to the Agreement or in relation to the ETS differs from those previously furnished by the Applicant to the Bank, the Bank is hereby authorised to update its records with the latest particulars and the Bank shall be at liberty to treat the latest particulars furnished by the Applicant as true, accurate and correct and to rely on same;</li> <li>(iv) Consent is hereby given by the Applicant to the Bank to disclose information and particulars pertaining to the transactions of the Applicant effected through the ETS and any other relevant information and particulars relating to the operation and use of the ETS by the Applicant to Bursa Derivatives and/or the Specified Exchanges, other relevant authorities, its professional advisers and to such other parties pursuant to any legal or statutory requirement; and</li> <li>(v) The Applicant is responsible for the confidentiality and use of the Applicant's Security Codes (all passwords, personal identification numbers (PINS), logon identifiers, electronic devices and other codes and access procedure issued by the Bank or the security codes issuer as notified by the Bank from time to time to enable the Applicant to access and/or use the ETS). The Applicant shall not at any time disclose any Security Codes to any other party and the Applicant shall be responsible and liable for any disclosure or unauthorised use of the Security Codes issued to the Applicant. The Applicant is responsible for all transactions entered using the Security Codes issued to the Applicant.</li> </ul> <p>4.28 The Bank reserves the right to suspend service and deny access to the ETS without prior notice during scheduled or unscheduled system maintenance or upgrading.</p> <p>4.29 The Applicant further acknowledges and agrees to the following: -</p> <ul style="list-style-type: none"> <li>(i) The Applicant is expressly prohibited from copying or redistributing the Market Information in any manner or format whatsoever (including through internet, the Bank's intranet or otherwise) to any individual or legal entity whatsoever, either for free or for valuable consideration;</li> <li>(ii) The Applicant shall take all reasonable measures in order to avoid the Market Information from being used or accessed for unauthorised purposes; and</li> <li>(iii) Neither the Applicant nor any other person shall hold the Bank liable in any way for the following: - <ul style="list-style-type: none"> <li>(a) any inaccuracy, error or delay in, or omission of: - <ul style="list-style-type: none"> <li>(aa) any such data, information message; or</li> <li>(bb) the transmission or delivery of any such data, information message; or</li> </ul> </li> <li>(b) any loss or damage arising from or occasioned by: - <ul style="list-style-type: none"> <li>(aa) any such inaccuracy, error, delay, or omission;</li> <li>(bb) non-performance; or</li> <li>(cc) interruption in any such data, information message, due to any "force majeure" or to any other cause beyond the control of the Bank.</li> </ul> </li> </ul> </li> </ul> <p>4.30 The Bank agrees to provide training to the Applicant in respect of the requirements of the Rules of Bursa Derivatives and/or the Specified Exchanges in relation to the entry and trading of DMA orders and other applicable requirements and to ensure that revisions and updates to the Rules of Bursa Derivatives and/or the Specified Exchanges are communicated to the Applicant promptly.</p> <p>4.31 Market Information (including but without limitation to research materials on prices quoted on Bursa Derivatives, the Specified Exchanges or other Specified Exchange whether prepared or compiled by the Bank or other parties), tools and software provided by the ETS are or may be obtained from third parties, exchanges or sources believed to be reliable. The Bank does not make any representations or warranty as to their accuracy, completeness, reliability, correctness, timeliness or availability or the authenticity, identity, competence or otherwise of any party who created, displayed, supplied or transmitted the Market Information and they are not to be taken in substitution for the exercise of care and judgment by the Applicant. It is hereby agreed that the Bank accepts no liability whatsoever for any direct or consequential loss arising from the use of or reliance on the Market Information, tools and/or software provided by the ETS.</p> <p>4.32 The Applicant shall protect the copyrights, other intellectual property rights or other legal or moral rights of the ETS and Market Information provided therein, whether statutory or under the common law or under any other relevant law applicable to the ETS.</p> <p>4.33 The Applicant irrevocably agrees and undertakes that the Applicant will not reproduce, replicate, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the ETS or the Market Information provided therein in any manner or use same for any unlawful or unauthorised purpose.</p> <p>4.34 Notwithstanding Clause 4.17 on the rights of the Bank to terminate the ETS at any time without notice, the Applicant can only terminate the ETS by giving not less than thirty (30) days' notice to the Bank. Such termination shall not affect the rights and obligations of the parties accrued prior to the effective date of termination and shall not affect the validity of the Agreement which shall continue to remain in force and binding on the parties as provided thereof.</p>
--	---