

Electronic Services Agreement's Terms and Conditions

Please read the following terms of use for SJsec.com.

SJsec.com is a media/e-commerce service operated by SJ Securities Sdn. Bhd. ("SJ Securities Sdn. Bhd."). By accessing and using SJsec.com (<http://www.sjsec.com>) ("SJsec.com"), you are agreeing to be legally bound by this Agreement (hereinafter referred to as the 'Agreement'). This Agreement between SJ Securities Sdn. Bhd. and you as a user who accesses or establishes a connection ("user," "you," or "your") to SJsec.com ("the Service"), which are owned and controlled by SJ Securities Sdn. Bhd.

1. GENERAL

1.1 By accessing SJsec.com, you are indicating that:-

- a. You are 18 years old or older (or the minimum age required to legally view SJsec.com in the jurisdiction in which you are viewing);
- b. You have read understood and agree to comply with all the terms and conditions of this Agreement; and
- c. By accessing any content on or through SJsec.com you are not in breach or violation, and you will not take any action that may cause SJ Securities Sdn. Bhd. to be in breach or violation, of any law in your jurisdiction.

1.2 You agree to abide by all of the provisions in this Agreement in order to remain an authorised user of the Service, and your use of the Service constitutes your agreement to abide by these provisions. You are solely responsible for your use of the Service, for all use of the Service made by others using your user name and password, and for ensuring that such use complies fully with the provisions of this Agreement.

1.3 SJ Securities Sdn. Bhd. may change the terms in this Agreement at any time without notice and without reference to anyone. The changes will appear in this document, and your use of SJsec.com after any changes have been posted will constitute your agreement to the modified Agreement and all changes. Therefore, you should read this Agreement before you begin using SJsec.com and each time you access SJsec.com. You may print and keep a copy of this Agreement for your reference.

1.4 SJ Securities Sdn. Bhd. may change or discontinue any aspect or feature of SJsec.com at any time, including but not limited to content, hours of availability and ability to access. SJ Securities Sdn. Bhd. reserves the right to suspend or terminate your access or use of SJsec.com at any time, with or without notice. Sections 2 and 3 of this Agreement shall survive termination any such termination.

1.5. IF YOU DO NOT AGREE TO THE PROVISION OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SERVICE.

2. COPYRIGHT, TRADEMARKS AND LIMITATIONS ON USE

2.1. You may not use SJsec.com for any unlawful purpose. The content available on SJsec.com is the property of SJ Securities Sdn. Bhd. and its licensors and is protected by copyright and other intellectual property laws. Content received through SJsec.com may be displayed, reformatted, and printed for your personal, non-commercial use only. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through SJsec.com to anyone, including but not

limited to others in the same company corporation or organisation, without the express prior consent of SJ Securities Sdn. Bhd., with this one exception:

- a. You may, on an occasional and irregular basis, disseminate and transmit an insubstantial portion of content from SJsec.com, for a non-commercial purpose and without charge, to a limited number of individuals, provided you include all copyright and other proprietary rights notices with such portion of the content in the same form in which the notices appear in SJsec.com and the phrase "Used with permission from SJsec.com".

2.2 You may not be permitted to post any content from SJsec.com to any newsgroups, mail lists, electronic bulletin boards or websites without the prior consent of SJ Securities Sdn. Bhd. having first been obtained. (Consent to reproduce content from SJsec.com whether in electronic or other media, can be requested by sending e-mail to csr@sjsec.com.my. Please mark your e-mail "Republication Request".)

2.3 SJsec.com may include facts, views, opinions and recommendations of individuals and organisations deemed of interest. SJ Securities Sdn. Bhd. and their content licensors do not guarantee the accuracy, completeness or timeliness of, or otherwise endorse these views, opinions or recommendations. You are strongly advised to seek the assistance of a professional for advice on investment, tax, the law or other professional matters.

2.4 All trademarks appearing on SJsec.com are the property of their respective owners.

3. DISCLAIMER OF WARRANTIES AND LIABILITY

3.1 You expressly agree that use of the Service is at your sole risk.

3.2 The information on the Service is provided solely on the basis that users will be responsible for making their own assessments of the matters discussed and are advised to verify all relevant representations, statements and information and obtain independent legal advice before acting on any information contained in or in connection with this site.

3.3 THE SERVICE, ALL CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

3.4 Due to the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in SJsec.com and its content. SJsec.com and its content are provided "as is" without any warranties.

3.5 SJ Securities Sdn. Bhd. and their affiliates, agents and licensors cannot and do not warrant the accuracy, completeness, currentness, timeliness, non-infringement, title, merchantability or fitness for a particular purpose of the content available through SJsec.com, or SJsec.com itself, and SJ Securities Sdn. Bhd. hereby disclaim any such express or implied warranties.

3.6 None of SJ Securities Sdn. Bhd., SJsec.com or any of their affiliates, agents or licensors shall be liable to you or anyone else for any loss or injury caused in whole or part by its acts, omissions, negligence or contingencies beyond its control in procuring, compiling, interpreting, reporting or delivering SJsec.com and its content.

3.7 In no event will SJ Securities Sdn. Bhd. or their affiliates, agents or licensors be liable to you or anyone else for any decision made or action taken by you in reliance on SJsec.com or its content. SJ Securities

Sdn. Bhd. and their affiliates, agents and licensors shall not be liable to you or anyone else for any damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages.

3.8 The information and tools provided here in are obtained from sources believed to be reliable. However, we DO NOT make any representations or warranty (expressed or implied) as to their accuracy, completeness, reliability or correctness. They are provided for your convenience only and are not to be taken in substitution for the exercise of care and judgement by you. SJ Securities Sdn. Bhd. accepts no liability whatsoever for any direct or consequential loss arising from the use of the information and tools provided here in.

3.9 Although SJ Securities Sdn. Bhd. takes reasonable steps to prevent the introductions of viruses, worms, "trojan horses" or other destructive material to SJsec.com, SJ Securities Sdn. Bhd. does not guarantee or warrant that SJsec.com does not contain any such destructive material and SJ Securities Sdn. Bhd. will not be liable for any damage or harm attributable to such material. In accessing the content available on SJsec.com or through SJsec.com you agree to do so solely at your own risk and will take your own adequate precautions to protect against damage from such destructive material.

3.10 As some jurisdictions do not allow the exclusion or limitation of liability for damages or the exclusion of certain types of warranties, parts or all of the above limitation may not apply to you.

3.11 All implied warranties are excluded from this Agreement to the extent that they may be excluded as a matter of law.

4. TERMS AND DISCLAIMER FOR PLACING OF ORDERS AND SELLING OF SECURITIES BY CLIENTS ON SJSEC.COM

4.1 Clients

- a. Clause 4 of this Agreement shall be applicable to and is in relation to users registered with SJ Securities Sdn. Bhd. for the purpose of buying and selling of securities through SJsec.com (the 'Securities Services') and subject to the provisions contained herein.
- b. Information, data, facts or opinions provided through or in relation to the Securities Services (may) have been obtained from third parties, stock exchanges, companies and other information services not related to SJ Securities Sdn. Bhd. (collectively referred to as "Information Sources"). SJ Securities Sdn. Bhd. believes to the best of its knowledge that the said information together with any other information provided by SJ Securities Sdn. Bhd. (the "information") to be reliable, but makes and/or gives no warranty or guarantee whatsoever on the accuracy, completeness, or timeliness of the Information or the Information Sources, or on the authenticity, identity, competence or otherwise of any part who created, displayed, supplied or transmitted the Information.
- c. SJ Securities Sdn. Bhd. and the Information Sources shall not be liable to the Client or to any other third party for any reliance by the Client on the Information provided through the Services, for the timeliness accuracy or completeness of the Information, or for any actions taken or decisions made by the Client in reliance on the Information or the Securities Services.
- d. SJ Securities Sdn. Bhd. makes no warranty of satisfactory quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the

Information, the Information Sources and the Securities Services, including without limitation, any access to the Securities Services or the execution of orders.

4.2 No Advice

- a. The Client acknowledges that neither the Securities Services nor any of the Information is intended to supply any advice of any nature to the Client in relation to the trading activities of and/or orders by the Client. The Client acknowledges that the Securities Services provide information and executes orders on instructions only and does not act as an investment counselor or advisor. Further, no tax or legal advice whatsoever is provided by the Securities Services or the Information. All orders are at the Client's sole risk and have not been solicited by the SJ or the Information Sources.

4.3 Instructions and Verification

- a. SJ Securities Sdn. Bhd. shall be entitled to buy and sell securities and/or deal with monies in the Account or perform any other transaction relating to the Account upon the verbal or written instructions (including via Internet e-mail) of the Client or any persons authorised in writing by the Client (the "Authorised Persons") but SJ Securities Sdn. Bhd. shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving a reason for such refusal. Where there is a conflict between the instructions given by telephone, facsimile, Internet e-mail or other telecommunication and instruction in any subsequent written confirmation, and those instructions recorded under SJ Securities Sdn. Bhd.'s record of the telephone, facsimile or telecommunicated instruction, or e-mail message, the latter instructions shall prevail.
- b. The client shall be responsible for the confidentiality and use of the Client's verification code, passwords, security information and procedures, and account numbers. The Client is responsible for all orders entered through and under the Client's passwords and account numbers, and any information or orders so received by SJ Securities Sdn. Bhd. will be deemed to have received from the Client, regardless of whether such orders or information were encrypted by the Client prior to transmitting to SJ Securities Sdn. Bhd.. All orders shall be deemed to be made at the time received by SJ Securities Sdn. Bhd. and in the format received.
- c. The Client acknowledges and accepts, without limitation or liability to SJ, that when placing orders for securities, there will be instances where a quoted price will change prior to the trade's execution due to market circumstances and that not all orders will be executed in chronological sequence with the orders being placed by the Client.
- d. The Client shall be solely responsible and liable for the actions of the Authorised Persons and SJ Securities Sdn. Bhd. shall not be concerned as to whether or not the Authorised Person has been given the proper authority by the Client to act on its behalf.

4.4 Exclusion from Liability

- a. SJ and the Information Sources shall not be liable to the Client or any third party for any consequential, incidental, special, or indirect damages, including but not limited to loss of profits, trading losses and damages that result from any interruption, interference, delay, inconvenience or loss of use of the Securities Services, even if SJ Securities Sdn. Bhd. and the Information Sources have been advised or are aware of the possibility of such damages or losses arising;
- b. Neither SJ Securities Sdn. Bhd. nor the Information Sources shall be liable for any failure of any

computer hardware, application software or software which operates computer hardware utilised in relation to or in respect of the provision of the Securities Services; and

- c. SJ Securities Sdn. Bhd. and the Information Sources shall not be liable to the Client for any loss resulting from a cause over which they do not have control, including and without limitation to failures of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, failure of public transportation, common carrier communication or utility systems, data or other theft (including the theft of passwords, codes or log-in sequences) and operator errors.

5. LINKS TO THIRD PARTY SITES

5.1 SJsec.com contains hyperlinks to websites operated by persons other than SJ Securities Sdn. Bhd. Such hyperlinks are provided for your reference and convenience only. You agree not to hold SJ Securities Sdn. Bhd. responsible for the content or operation of such websites. A hyperlink from SJsec.com to another website does not imply or mean that SJ Securities Sdn. Bhd. endorses the content on that website or the operator or operations of that site. You are solely responsible for determining the extent to which you may use any content at any other websites to which you might link from this Website.

6. LINKING TO SJSEC.COM

6.1 SJ Securities Sdn. Bhd. will allow you to include a hyperlink to SJsec.com from your website on the following terms:-

- a. You will not make, publish or distribute any public announcements, press releases, advertising, marketing, promotional or other materials (whether print, electronically or otherwise) that use SJ Securities Sdn. Bhd.'s name, SJsec.com or any other trademark of SJ Securities Sdn. Bhd., without prior written approval of SJ Securities Sdn. Bhd.
- b. You acknowledge and agree that SJ Securities Sdn. Bhd. and its licensors own all intellectual property in and to SJsec.com and all content contained therein, and nothing in this Agreement shall be construed as a license to our intellectual property.
- c. Any person linking to SJsec.com through your web site shall be bound by this Agreement.
- d. SJ Securities Sdn. Bhd. has the right to terminate the hyperlink to SJsec.com included on your website at any time for any reason. If you receive notice from SJ Securities Sdn. Bhd. demanding your termination of the hyperlink, you agree to terminate the hyperlink within five (5) days of your receipt of notice and to permanently refrain from including a hyperlink on your website to SJsec.com, unless you obtain prior written consent from SJ Securities Sdn. Bhd. You agree that this hyperlink termination notice will be deemed to have been received by you 24 hours after it is sent by e-mail to the listed registrant on your website's domain name registration or to any email address provided on your website for sending to the site operator replies, questions or comments.

7. ADDITIONAL LEGAL TERMS

7.1 THE LAWS OF MALAYSIA SHALL GOVERN THIS AGREEMENT, YOUR RIGHTS AND OBLIGATIONS, AND ALL ACTIONS CONTEMPLATED BY THIS AGREEMENT. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

7.2 If any provision of this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

7.3 All rights not expressly granted herein are hereby reserved. This Agreement is the entire and final agreement regarding SJsec.com and its content, and shall supersede any prior or contemporaneous communications between SJ Securities Sdn. Bhd. and you regarding SJsec.com and its content.

7.4 This Agreement and any application form posted on the Service by SJ Securities Sdn. Bhd. constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by either SJ Securities Sdn. Bhd. or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of SJ Securities Sdn. Bhd. and its successors, trustees, and permitted assigns. SJ Securities Sdn. Bhd. may assign this Agreement or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by SJ Securities Sdn. Bhd. does not relieve you of your obligations under this Agreement.

Client Agreement - Online Trading Agreement (Terms and Conditions of Service)

Preamble

This document ("this Agreement") and Client's Individual or Corporate Account Application form whichever applicable together with Terms and Conditions of Account Opening (Individual or Corporate) ("the Terms and Conditions") collectively form the Agreement ("the Agreement") between the Client and SJ Securities Sdn. Bhd. This document contains the terms and conditions applying to the Client's subscription to SJsec.com.my, SJenie.com and any other site owned and operated by SJ Securities Sdn. Bhd., hereinafter will collectively be referred to as our "web pages".

SJ Securities Sdn. Bhd. ("the Company") has introduced a package of electronic share trading facilities known as SJsec.com, for the trading of shares and stocks listed on the Bursa Malaysia Securities Berhad and any other recognised exchanges ("the Service") for the exclusive use of its Clients.

Client is at all material times a Client of the Company in that Client has opened or has applied to open Trading Account(s) with the Company.

By signing this Agreement client agrees to activate all the present and future Trading Account(s) maintained with the Company.

Client desires to subscribe to SJsec.com and have access to and be able to utilise the Service offered by the Company.

All words not defined herein but defined in the Terms and Conditions shall have the same meaning as in the Terms and Conditions.

In consideration of the Company granting Client access to and use of the Service, Client agrees to the terms and conditions contained in this Agreement. Client acknowledges that the Company may require amendments to the terms of this Agreement for the commercial, regulatory or other reasons. The

Company shall notify Client of any amendments in writing and of the effective date of such amendments. Client agrees to be bound by such amendments.

1. PROVISION OF SERVICE

1.1. Client's subscription to the Service provided by the Company shall be for a period of one (1) year or such other period as the Company may approve at its absolute discretion.

1.2. The service provided by the Company consists of :-

- a. online electronic trading system; and
- b. any other facilities that may be introduced from time to time.

Client has the option to subscribe to any one or more of any combination of the above named services.

1.3. The Company will provide any or all of the following facilities to the Client depending on the extent of Client's subscription to the Service :-

- a. Access to real-time quotes;
- b. Access to account information;
- c. To buy or sell securities or to cancel or amend orders;
- d. To review business done;
- e. To access key market indicators;
- f. To access News and Publications;
- g. To change sign-on password and personal identification number ("PIN").

1.4. Notwithstanding the above, the Company may at any time and from time to time vary or change the list of facilities herein above mentioned without giving any notice thereof to Client. Any variation or change imposed by the Company pursuant to this provision shall not in any manner, affect the other and shall not constitute as a breach by the Company.

2. MEDIA OF SERVICE

2.1. Client has agreed to utilise the Service mentioned in Clause 1 above by using one or any of the following media :-

- a. Modern-equipped terminal or personal computer; and
- b. Any other medium of communication which the Company may, in its absolute discretion, adopt or introduce for use to its Clients.

2.2. Client agrees that in the event Client shall experience difficulties in using one of the media of service listed in Clause 2.1, Client shall attempt to use alternate methods to communicate with the Company. In such event the terms and conditions governing the use of the alternative method shall be those embodied in the Terms and Conditions of Account Opening (Individual).

2.3. Client further agrees that the Company may record telephone calls, if deemed necessary, to monitor the quality of service and to verify information relating to securities transactions.

3. NO GUARANTEE OR WARRANTY

- 3.1. It is hereby acknowledged by Client that the data, information and messages disseminated and/or provided through the Service to Client is derived either directly from the Company, the Bursa Malaysia Securities Berhad or from independent information providers.

Client agrees that neither the Company nor any of its information providers, licensors, employees or agents guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of any such data, information or messages disseminated and/or provided by any party through the Service. Client acknowledges that there may be delays, omissions or inaccuracies in the information provided under this Service.

- 3.2. Client agrees that neither the Company nor any of its information providers, licensors, employees or agents shall be liable in any way for: (a) any inaccuracy, error or delay in, or omission of (i) any such data, information, or message, or any other aspect of the Service or (ii) the transmission or delivery of any such data, information or (b) any loss or damages arising from or occasioned by (i) any such inaccuracy, error or delay in, or omission, (ii) non-performance, or (iii) interruption of any data, information or message, or any other aspect of the Service, due either to any negligent act or omission by the Company or any disseminating party, or to any "force majeure" (including but not limited to flood, adversely inclement weather, 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 Company or any disseminating party; or (c) any decision made or action taken by Client or any other persons whomsoever in reliance upon the data, information or messages disseminated and/or provided by the Service.

- 3.3. Client agrees :-

- a. that the Company does not warrant the merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding the information furnished under the Service or any other aspect of the Service, including but not limited to data, information, messages, or access, or the execution of any buy or sell orders and/or the cancellation or amendment of any such orders;
- b. that neither the Company nor any of its information providers, licensors, employees or agents shall be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Company to execute, cancel or amend such orders.

4. LIMITATION OF COMPANY'S LIABILITY

In addition to and not in derogation of any terms of this Agreement, Client agrees: -

- 4.1. that in providing the Service, neither the Company nor any of its information providers, licensors, employees or agents shall, in any event, be liable to Client or any other parties having access to the Service whether with or without the Company's consent for any direct, consequential, incidental, special or indirect losses or damage (including but not limited to loss of profits, trading losses and damages) that results from any inconvenience, delay or loss of the use of the Service or access to Client's Account, or any of the circumstances enumerated in Clause 8 hereof notwithstanding that the Company had been advised of the possibility of such damages and losses;

- 4.2. that neither the Company nor any of its information providers, licensors, employees or agents shall be liable for any loss resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephones or other internet problems, unauthorised access, theft, operator errors, weather, earthquakes, floods and strikes or other labour problems;
- 4.3. the Company shall not be responsible or liable for any loss caused or damage incurred or suffered by the Client or any other person as a consequence of using the Service;
- 4.4. without limiting the generality of clause 4.3, the Company shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you by reason of or arising from :
 - a. Any loss, theft or unauthorised use of your Client User ID, sign-on password, Client code and/or trading PIN.
 - b. Any use or purported use of any of Client's User ID, sign-on password, Client code and/or trading PIN to access the Service.
 - c. Your access and/or use of the Service being prohibited, restricted, delayed or otherwise affected by the laws and rules of the country from where you access the Service.
 - d. Any loss or damage by third parties and any circumstances beyond the Company's reasonable control.
- 4.5. that the liability of the Company to Client arising out of any kind of legal claim in whatsoever way connected with this Service and its use or the information provided thereunder not covered in this Agreement, will not exceed the monthly fee paid (if any) by Client for the use of the Service under Clause 11 hereof.

5. TRADING ORDERS AND CANCELLATION REQUESTS

- 5.1. Client agrees that any access to the Service such as Client User ID, sign-on password, Client code and/or trading PIN shall remain at all times confidential and therefore order(s) received by the Company through the use of Client's code and PIN shall be deemed to have been issued by Client.
- 5.2. Client acknowledges that the confirmation of the receipt and/or execution of an order initiated by Client through the Service as reflected in Order Status Screens shall be deemed conclusive of :-
 - a. the receipt by the Company of the order; and
 - b. that the content of such order is as received by the Company; and
 - c. that such order may be relied and acted on by the Company without further reference to or verification from Client.
- 5.3. Client agrees to review the Order Status Screens to ascertain that the said order was correctly received through the Service.
- 5.4. Client acknowledges that not all trades will be executed concurrently with the order issued by Client. Client further acknowledges and accepts, without liability of the Company, its

employees or agents, that there will be times when a quoted price will change prior to the trade's execution due to market circumstances.

- 5.5. Client acknowledges that a request to cancel an earlier order is not guaranteed by the Company as the earlier order can only be cancelled if the cancellation request is received and effected before the earlier order is executed.

6. LICENSE & TITLE TO INFORMATION/PROPRIETARY RIGHTS

- 6.1. Subject to the terms of this Agreement, the Company grants to Client a personal, non-exclusive, non-assignable and non-transferable license to use and display the Service's software or web site (whichever is applicable) hereinafter referred to as "Software") on any computer of which Client is the primary user. Unauthorised copying of the software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. Client agrees not to sub-license, assign or transfer this license or the software. Any attempt to assign or transfer any of the rights, duties or obligations under this license is void.
- 6.2. Client acknowledges that the Company, the Bursa Malaysia Securities Berhad and participating information providers assert a proprietary right on the data, information, messages disseminated through and/or provided by the Service (hereinafter referred to collectively as "information"). Client agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner whatsoever without the express written consent of the Company nor use the information for any illegal purpose.
- 6.3. Client agrees that it shall protect the contractual and statutory rights of the Company, the Bursa Malaysia Securities Berhad and participating information providers in or to the information furnished under and through the Service and shall comply with all written requests from the parties hereinbefore mentioned as they deem necessary to protect their respective rights.

7. CLIENT'S SOLE RISK

- 7.1. Client acknowledges that neither the Service nor the information provided thereunder is intended to amount to or constitute tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, the Service shall not be construed as amounting to offers, invitations or solicitation to buy or sell the securities concerned. The Company does not warrant the accuracy stated in any manner of the opinions, information and recommendations, and no reliance by Client on the matters aforementioned should give rise to any claim whatsoever.
- 7.2. The Company does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. Client acknowledges that all orders made by it through the Service and executed by the Company pursuant thereto are made at Client's sole and absolute risk.
- 7.3. Client acknowledges that the Bursa Malaysia Securities Berhad is the regulatory and supervisory authority of the Company and that Bursa Malaysia Securities Berhad shall have the right to examine, inspect, scrutinise Client's terminal for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection, scrutinisation being carried out at reasonable hours. Client acknowledges that it shall not hold the Company liable for any

liability and/or losses that may occur as a result of the actions and omissions of the Company and/or the Bursa Malaysia Securities Berhad.

8. NOTIFICATION BY CLIENT

8.1. Without prejudice to clauses 5.1 and 5.2 herein, Client agrees that it shall notify the Company immediately and in any case not later than twenty-four (24) hours from the time Client should have become aware of the existence of any of the following :-

- a. any loss or theft of Client's User ID, sign-on password, Client code or PIN;
- b. any unauthorised use of any of Client's User ID, sign-on password, Client code or PIN, or of the Service or any information obtained thereunder;
- c. any failed or incorrect receipt of an order initiated by Client through the Service upon Client's review of the Order Status Screens of the Service; and
- d. any receipt of confirmation (whether electronic, written or otherwise) of business done or an order which Client did not place or any receipt of inaccurate or conflicting report or information.

In all cases, the Company reserves the right to determine the validity of Client's objection to a transaction arising from, but not limited to, the above.

8.2. In the event that Client shall fail to notify the Company of the occurrence of any of the above incidents within the period of time stipulated above, neither the Company nor any of its information providers, licensors, employees or agents, shall be responsible and/or liable to Client or any other party whose claims may arise through Client for any claims with respect to handling, mishandling or the loss of any order.

9. CONFIDENTIALITY

9.1. Client shall be responsible for the confidentiality and the use of its User ID, sign-on password, and trading PIN and shall at no time and under no circumstances reveal them to anyone including the staff of the Company. Client further accepts full and absolute responsibility for all orders entered through and under its User ID, sign-on password and PIN and any orders so received by the Company shall be deemed to have been received from Client;

9.2. Client undertakes to observe all security measures prescribed by the Company concerning the use of client's User ID, sign-on password and PIN in respect of access and utilisation of the Service.

10. CONSENT TO DISCLOSURE

10.1. Client hereby irrevocably authorises the Company to divulge or reveal to third parties any financial information client have provided or that the Company and/or its information providers, licensors, employees or agents have obtained about client's Account(s) and the transaction thereunder; under the following circumstances :

- a. to comply with laws, regulations, appropriate government agencies or court orders or requests

- b. when it is necessary to complete a transaction
- c. to any person purporting to be the Client upon verification of identity by the Company to its satisfaction in accordance to its prevailing procedure
- d. to its holding or subsidiary or related or associate of the Company
- e. to any third parties engaged by the Company to enable or assist it to exercise or enforce the Company's rights under these Terms and Conditions
- f. to provide services relating to Client's Account(s) or to offer other products and services

10.2. While the Company will use its best endeavours to ensure that all information transmitted or received using the Service is secure and cannot be accessed by unauthorised third parties, the Company does not warrant the security of any information transmitted by Client using its Service. Accordingly, client hereby accepts the risk that any information transmitted or received using the Company's Service may be accessed by unauthorised third parties and Client agrees not to hold the Company liable for any such unauthorised access or loss or damage suffered as a result thereof.

10.3. Client further agrees that neither the Company nor any of its employees shall be liable for any loss or damage suffered by client as a result of disclosing, divulging or revealing of any information concerning client's Account(s) with the Company as provided in clause 10.1 above.

11. FEES

11.1. Client agrees to pay and authorises the Company to debit its Account with the following fees :-

- a. Legal fees and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owing by Client to the Company;
- b. Interest on all outstanding sums at such rate and at such mode as the Company shall notify Client in writing;
- c. Other reasonable fees and charges imposed by the Company from time to time for services and facilities rendered to Client.

11.2. Notwithstanding the above provisions, the Company may at its discretion vary the rate of such fees and subscription, at any time and from time to time without notice.

11.3. Client agrees that the Company may impose additional fees in relation to the provision of the Service, subject to obtaining the prior agreement of Client. In the event Client is not agreeable to the Company imposing the additional fee(s), the Company shall have the option of terminating this agreement in accordance with Clause 17 herein.

12. CONTINUING SECURITY OF ASSETS

Client agrees that it shall pay all cost (including solicitor's fees), if any incurred by the Company in collecting any overdue fees from Client. Client hereby grants the Company a continuing security interest and/or lien on the assets belonging to Client in all its accounts with the Company in order to

secure the timely payment of all fees owed by it for the Service and any other amounts owing under this Agreement and that the Company shall be at liberty to use or dispose these assets in whatsoever manner and upon such terms and conditions as the Company deems fit to secure the full payment of such overdue fees, subject to any rules that may be laid down by the Bursa Malaysia Securities Berhad in respect of such matter.

13. TAXES & LICENSES

Client shall pay all taxes and license fees payable for the use of the Service, if any.

14. RESTRICTION IN USE OF SERVICE

14.1. The Company reserves the right to determine whether Client is to trade via the Service on either Ready Basis Contracts or Immediate Basis Contracts as provided for in the Rules of the Bursa Malaysia Securities Berhad.

14.2. Client shall not be entitled to use the Service offered by the Company under this Agreement, if there exists any restriction whatsoever on Client's account either imposed by the Company or by any relevant authorities, including but not limited to cash up-front restrictions imposed due to amounts remaining outstanding in the Client's account.

14.3. The Company shall not be held responsible for any failure to provide the Service, including the execution of any order arising out of any restriction imposed on Client's account.

15. DEPOSIT

15.1. The Company reserves the right to require Client to place cash and/or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of the Company to determine the amount of deposit payable by Client and the time and manner for the placement and nature of such deposit.

15.2. The Company reserves the right to require Client to maintain a minimum balance at any one time in Client's account. It shall be at the absolute discretion of the Company to determine the quantum of the said minimum balance to be so maintained. At the Company's absolute discretion failure to maintain such minimum balance as stipulated by the Company would entitle the Company to terminate this agreement in accordance with clause 17 herein.

15.3. The Company shall not be held responsible or be liable for any failure to provide the Service arising out of such failure, refusal or delay in placing such deposit or in failing to maintain the minimum balance as stipulated by the Company.

16. INDEMNITY

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

17. TERMINATION OF RIGHT OF ACCESS

- 17.1. Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith Client's right of access to the Service or any portion of it by giving prior notice (whether in writing or otherwise), without any obligation to give any reasons therefore or for any reason whatsoever, including but not limited to any unauthorised use of the User ID, Client code, sign-on password, trading PIN, not agreeing to the levying of additional fees, or breach of any terms and conditions of this Agreement in any manner whatsoever whether by Client or by any other person(s) whomsoever.
- 17.2. In the event of such termination by the Company, the Company shall not be liable to Client for any claims, losses or anticipated profit which may be suffered by Client arising out of or pursuant to or connected with such termination; provided however, where the termination is without cause, the Company may refund a pro-rated portion of any fees which have been paid to the Company by Client for any remaining portion of the term of Service not furnished to Client as the date of such termination.
- 17.3. The Client may terminate the Service by giving prior written notice to the Company. The Service will be cancelled within 7 trading days from the date of the Company's receipt of the said notice of termination and Client hereby agrees not to use the Service and further agrees that the Company shall not be obliged to effect any of your instructions received on any day falling after the receipt of your notice of termination.

18. REPRESENTATIONS

Client represents and hereby agrees that the following statements are and will continue to be true for so long as the Client has access to the Service: -

- a. That Client is at least eighteen (18) years of age;
- b. That Client agrees to be bound by the terms & conditions of this Agreement and is not acting on behalf of a firm, corporation, partnership, trust or association; and
- c. That Client will use the information provided under this Service solely in connection with Client's own personal investment activities and not in connection with any trade or business activities; and provided however, the above conditions shall not be applicable in the event Client has disclosed the existence of any of the above circumstances and has provided the Company with the relevant documents prior to the execution of this Agreement. Provided further that where a corporate entity or a partnership applies for the Service and the said corporate entity or partnership is a Client, Client shall hereby indemnify the Company against all losses or damages, direct or consequential which may arise out of the action of any representative(s) designated by such corporate entity or any partnership using the Service on behalf of the corporate entity or partnership (whichever is applicable).

19. ACKNOWLEDGEMENT

- 19.1. Client acknowledges that the Company is providing the Service on the basis of Client's agreement to be bound by the terms & conditions contained in this Agreement.
- 19.2. Client further acknowledges that the Company and hence its Clients must comply with the Rules of the Bursa Malaysia Securities Berhad, Bursa Malaysia Depository Sdn. Bhd (BMD)

Rules, Member Company Information Technology Security (ITS) Code, and other relevant rules, directives, guidelines and/or circulars as may be prescribed from time to time.

19.3. Subject to Clause 19.4 herein, Client acknowledges that the terms and conditions contained in this Agreement, inclusive of the Application Form, constitute the complete statement of Client's agreement with the Company in respect of Client's subscription to the Service and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service even if they are contained in any materials provided by the Company.

19.4. Client hereby agrees that the terms and conditions of this Agreement shall be read together with the Terms & Conditions. In the event of any conflict between the terms herein and the Terms & Conditions, the Terms & Conditions shall prevail.

20. AMENDMENTS AND MODIFICATIONS

20.1. The Terms and Conditions herein are not exhaustive. Notwithstanding Clause 19, the Company may in its absolute discretion, by giving notice (whether in writing or otherwise) amend or vary the terms and conditions of this Agreement hereunder at any time or from time to time and/or impose additional clauses which shall bind Client as if the amendments and additional clauses have been originally set out this Agreement. Such amendments and/or modifications shall subject to clause 20.2, be binding on the Client upon expiry the notification period as stated in clause 26.

20.2. If the Client does accept any amendments or modifications to the Terms and Conditions, the Client shall discontinue using the Service. The Client agrees to view the Terms and Conditions regularly and subject to Notice having been given to the Client in accordance with the provisions herein, the Client's continued access and/or use of the Service after such amendments and/or modifications become effective will constitute the Client's acceptance to the amendments and/or modifications without reservation.

21. GOVERNING LAW

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

22. TIME

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

23. SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibitions or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained. Furthermore, any ambiguities in language and intent of this Agreement shall not be construed and/or held against the Company.

24. ASSIGNMENT & SUCCESSORS

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

25. WAIVER

Except as specifically permitted in this Agreement, no provision, term, or clause, of this Agreement can be, nor be deemed to be waived, altered, modified or amended unless acknowledged in writing by the Company that such waiver, alteration, modification or amendment will take effect and bind both Client and the Company.

26. NOTIFICATION

- 26.1. Client hereby irrevocably consents to any notification to Client by the Company, where required under this Agreement or where given under the Company's discretion, by any one or more of the following methods :-
- a. by prepaid ordinary post to the last known address of Client in the Company's records and such notification shall be deemed effective on the fifth day after posting;
 - b. by way of a single publication of the notice in one or more newspapers of the Company's choice and such notification shall be deemed effective on the date of first publication in any such newspaper;
 - c. by inserting a notice in the Company's statement of account to Client and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the said statement of account to Client;
 - d. by publishing the notice in the designated forum on our web pages and such notification shall be deemed effective two (2) days after the date of publishing the notice; and
 - e. by electronic mail ("e-mail") to the e-mail address of Client and such notification shall be deemed effective two (2) days after the date the e-mail is sent by the Company.
- 26.2. Any failure or delay on the part of the Company to give notice to Client in accordance with Clause 25.1 hereof, where required under this Agreement, shall not prejudice or have the effect of invalidating the subject matter of the notification.

27. AUTHORISATION TO ACCESS INFORMATION

Client hereby expressly agrees and authorises the Company to access client's account with the Bursa Malaysia Depository Sdn. Bhd. (and/or any other depositories that may be hereafter established) to extract the information relating to Client's shareholding and this authorization shall continue to remain in force until revoked by Client in writing duly acknowledged receipt by the

Company. Unless otherwise notified by Client, Client shall be deemed to have requested the Company to extract the aforesaid information and post the same on to that part of the service known as “Portfolio Manager”.

Whilst the Company will use reasonable endeavours to ensure the accuracy, correctness and completeness of the information so extracted for the aforesaid purpose, the Company does not warrant the accuracy, correctness and completeness of such information and expressly disclaims liability for errors or omissions in such information as provided in “Portfolio Manager”. The Client specifically agrees that information contained in “Portfolio Manager” shall not for any purpose whatsoever be taken as conclusive of the Client’s shareholding with BMD and shall only use the information provided in “Portfolio Manager” as reference and it is the responsibility of Client to verify the information with the Authorised Depository Agent (ADA) where the Client’s CDS account is maintained prior to Client’s trading activities and Client shall be fully and solely responsible for any loss or damages suffered as a result thereof.

Without contrary to the provision in Clause 16 and any other clause herein Client hereby indemnifies the Company against all actions, suits, legal proceedings, losses, charges, fines, damages, costs, expenses, claims and demands which may be brought or made against the Company by reason of the Company agreement to the Client’s request herein.

28. PERSONAL DATA PROTECTION NOTICE

In accordance with the Personal Data Protection Act 2010 (“PDPA”) and in our continuing commitment to protect our clients’ personal data, this notice is intended to outline how your personal data will be processed by SJ Securities Sdn Bhd and its wholly owned subsidiaries, SJ Sec Nominees (Tempatan) Sdn Bhd and SJ Sec Nominees (Asing) Sdn Bhd (hereinafter referred to as “SJSSB”). Please refer to <http://www.sjsec.com> for details.

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 26, Jalan Pendaftar U1/54,
 Temasya Glenmarie,
 40150 Shah Alam,
 Selangor Darul Ehsan.