

Supplemental Terms and Conditions for Phillip Capital Sdn Bhd Global Market ("PCSBGM")

1. Terms and Conditions

For clients wishing to trade in Phillip Capital Sdn Bhd Global Market ("PCSBGM"), the terms and conditions contained herein shall form part of and are to be read together with all the terms and conditions stated in the Application for Opening of Trading Account and/or the Letter of Offer (if any).

2. Eligibility

New and existing clients.

3. Rules Governing Transactions

- 3.1 I/We agree that my/our transaction(s) in the PCSBGM shall be governed by the prevailing Rules of Bursa Malaysia and any other applicable law, regulation or directive (whether having the force of law or otherwise) of all relevant authorities which includes all regulatory and government bodies of the relevant foreign countries in which the PCSBGM are traded, foreign exchange regulations and guidelines, and rules and regulations of such other exchange or market where the transactions are affected except where expressly stated to the contrary herein.
- 3.2 In trading in the PCSBGM, I/we shall be fully responsible to comply with and agree to comply with all applicable laws and regulations including Bank Negara Malaysia's (BNM) Notices on Foreign Exchange Administration ("FEA") Rules in particular to Notice 3 on Investment in Foreign Currency Asset ("BNM's Notice 3") and shall obtain all necessary approvals or make all necessary registrations or filings with the relevant authorities.
- 3.3 I/We hereby agree to sign the Declaration in Relation to BNM's Notice 3 attached herewith as Appendix A.

Financing for PCSBGM by PCSB is available subject to PCSB's consideration and approval. No financing for PCSBGM is allowed if I/we trade in PCSBGM via PCSB.

4. Account Maintenance Requirements

- 4.1 Phillip Capital Sdn Bhd ("PCSB") may assign the execution of my/our order to a correspondent broker of its choice.
- 4.2 PCSBGM only is permitted during trading hours which are governed by the prevailing Rules of Bursa Malaysia. There may be delays in stock quotes and execution orders via the correspondent broker. While PCSB will take reasonable care to mitigate any such delay, I/We agree that neither the Company nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by me/us in reliance on the information provided, or for any interruption of any data or information unless it is caused by fraud, gross negligence or wilful default of the Company.

5. Commissions, Fees, Costs and Charges

I/We agree to pay PCSB such commissions, fees, costs and other charges in relation to my/our account at such rate(s) as PCSB may determine from time to time. PCSB has the right to deduct an amount from my/our account, for the purpose of withholding tax in relation to my/our transaction(s), as required by the relevant foreign regulatory/government bodies.

6. Settlement and Payments

- 6.1 All settlement periods shall follow the respective stock exchange where the PCSBGM trades are transacted.
- 6.2 In the event of a Malaysia public holiday, I/we shall pay any outstanding purchase contract one (1) day in advance. Payment for the sales contract will be issued to me the following working day. In the event where there is an extended public holiday (more than one (1) day) in Malaysia and the purchase trades cannot be settled on or before the settlement date, the Company shall have the right to settle the purchase trades on the first business day following the holidays. Sales trade will be settled on the first business day immediately after the holidays. In the event of foreign stock exchange public holiday, all trades will be settled on the first business day immediately after the holiday of that foreign stock exchange.

- 6.3 Any outstanding purchases PCSB PCSBGM trades shall be offset by the PCSB prior to trades in Bursa Malaysia.
- 6.4 All monetary transactions between me/us and PCSB shall be in Ringgit Malaysia ("RM") at the rate of exchange quoted by PCSB and as evidenced in the respective contract note(s) issue by the broker(s) for the securities purchased or sold through PCSBGM.
- 6.5 The Company shall not be held liable for any currency fluctuation arises from trading in foreign shares. I/We acknowledge and agree that there are risks associated with dealings in PCSBGM in multiple markets in the manner contemplated herein. I/We further confirm that the PCSB shall not be held liable for the decision taken by me/us to deal in PCSBGM.
- 6.6 In respect of margin account(s) with the PCSB (if applicable), I/we hereby acknowledge that PCSB shall be entitled, at its discretion, to make a margin call on me/us, either verbally or in writing, due to fluctuation of the price and/ or exchange rate, during or after or at the time of my/our booking/ placement of orders and/ or giving of instructions or communications.
- 6.7 I/We shall bear all losses, damages or costs incurred as a result of any currency conversion associated with any transaction in the PCSBGM for my/our account.

7. Contra

Contra deal(s) in respect of earlier purchased contract(s) shall be permitted only at the discretion of PCSB and subject to the applicable exchange's laws, regulations and rules. PCSB shall not be held liable for any form of losses, claims, damages, costs or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arises from the Company's refusal to allow me/us to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

8. Restrictive Trading Days

My/Our ability to trade in PCSBGM may be restricted to days when the Malaysian stock exchange i.e., Bursa Malaysia ("the exchange"), is open for trading. This means that I/we may be unable to trade in PCSBGM when the exchange is closed for trading notwithstanding that the relevant exchange on which I/we wish to trade may be open for trading. PCSB may at its discretion (but is not obliged) to increase the trading days from time to time. The Company shall not be held liable for any losses, claims, damages, costs and/or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arises from PCSB's restricted trading days and my/our inability to trade in PCSBGM when the Company is not open for trading notwithstanding that the relevant exchange may be open for trading.

9. Restrictive Trading Hours Due to Time Zone Differences

My/our ability to trade in PCSBGM is limited to the operating business hours of PCSB and/ or Bursa Malaysia. I/we may be unable to book/place orders or give any instructions or communications in respect of FST outside PCSB's and/or Bursa Malaysia's operating hours. In respect of any orders or communication received by the PCSB outside Bursa Malaysia's operating hours, PCSB may (but is not obliged to) endeavour to execute the trade on a best effort basis. However, I/we acknowledge and confirm that I/we am/are aware of the possibility that any one or more of such trades may not be executed at the time of my/our booking/ placement of orders and/ or giving of instructions or communications, and that the Company shall not be liable for any losses, claims, damages, costs or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arising from the failure to execute any one or more of such trades, and/ or execution of such trades at a later time, and/ or the operating business hours of PCSB and/or Bursa Malaysia, and/ or my/our inability to trade in PCSBGM when Bursa Malaysia is not open for trading, notwithstanding that the relevant exchange may be open for trading. In addition, I/we am/are aware that any booking/ placement of orders or giving of instructions/communications is/are irrevocable and cannot be retracted or cancelled, and the Company shall not be liable for any losses, claims, damages, costs or expenses suffered or incurred by me/us, or profit or advantage of which I/we may be deprived as a result of any one or more of such trades being carried out at a time(s) when the price or exchange rate has fluctuated from the price or exchange rate at the time of the aforesaid booking/ placement of orders and/ or giving of instructions or communications.

10. Nominee/Custodian

The Company may on the terms set out below, hold all securities purchased through PCSBGM for me/us whether directly or through a nominee or Custodian (who may effect such holding through a Sub-Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee/Sub-Custodian may or may not be located in Malaysia, and in the latter case, I/We hereby consent that their appointment or approval in their appointment is solely at the discretion of PCSB. All costs associated with the holding of the securities purchased through PCSBGM by any of them shall be for my/our account. Accruals for any and all securities purchased through PCSBGM and so custodised, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as the Company deems fit) and credited into my/our account.

The duties provided by PCSB as custodian of the securities purchased through PCSBGM purchased for me/us shall be:

- 10.1 to hold or procure to be held to its order all documents evidencing ownership of the securities purchased through PCSBGM and identity in its books that all securities purchased through PCSBGM belong to me/us;
- 10.2 to ensure that all securities purchased through PCSBGM, other than purchase of bearer securities are registered in the name of Phillip Nominees or such Nominee/Custodian or Sub-Nominee/Sub-Custodian appointed. In these circumstances, the securities purchased through PCSBGM shall still be held in such a way that it is readily apparent that the securities purchased through PCSBGM are not the property of PCSB or any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be). Securities purchased through PCSBGM may be registered collectively with securities purchased through PCSBGM of other PCSB clients in the same name, and where so registered, the client's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records, although PCSB and/or its delegate shall maintain records that make the degree of the client's interest readily apparent in the co-mingled securities purchased through PCSBGM so collectively held but on the express understanding and agreement of the client that where co-mingling and aggregation of the securities purchased through PCSBGM of the client and other persons results in entitlements that would not have accrued to the securities purchased through PCSBGM without such co-mingling or aggregation, the Company has discretion as to the allotment of such entitlements as amongst its clients as it deems fit;
- 10.3 to use its reasonable endeavours to collect and receive entitlements, including income and other monies due with respect to the securities purchased through PCSBGM; provided that I/We acknowledge and accept that PCSB (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:
 - i. exercise or discharge any obligations conferred or imposed by PCSB holding the securities purchased through PCSBGM, or to investigate, participate in, or take any affirmative action in connection therewith or otherwise;
 - ii. send or provide notice of any proxy form or other document received by PCSB in relation to securities purchased through PCSBGM;
 - iii. reorganize any trust or equitable claim made by anyone other than me/us in relation to securities purchased through PCSBGM or any part thereof.
- 10.4 to credit all income and other payments received by PCSB under paragraph (10.3) above to my/our account;
- 10.5 to sign, execute and/or complete such documents, certificates, or forms as may be required for fiscal and taxation purposes in connection with the collection of income from securities purchased through PCSBGM from time to time; and
- 10.6 to keep or procure to be kept (to the extent reasonably practicable) by any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be), the books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities purchased through PCSBGM held and transaction(s) carried out by or on behalf of me/us.

11. Holding of Securities on Aggregate or Omnibus Basis

Without prejudice to the terms and conditions herein stated in relation to Nominee/Custodian services pertaining to the securities, I/We acknowledge(s) and consent(s) that any securities belonging to me/us held with PCSB or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of PCSB on an aggregate or omnibus basis.

12. Exclusion of Liability

12.1 PCSB shall not be held liable for any form of losses, claims, damages, costs or expenses suffered or incurred by me/us, or for any profit or advantage of which I/We may be deprived, arising from or in connection with the following:

- i. the manner in which my/our securities are held hereunder, or the manner in which monies received or intended to be received are dealt with or the manner in which proxy forms or other documents and notices in relation to the securities are dealt with;
- ii. the loss, theft or destructions of, or any damages to, any of the securities or certificates relating thereto;
- iii. the performance or non-performance of PCSB except insofar as the same arises as a result of fraud, gross negligence and/or wilful default on the part of PCSB

12.3 While PCSB will exercise reasonable care in selecting any Nominee, Custodians, agent or delegate, PCSB shall not be held liable for any form of losses, claims, damages, expenses or liabilities suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, arising from or in connection with: -

- i. the insolvency of any Nominee, Custodian, Sub-Nominee or Sub-Custodian; or
- ii. any act or omission of any Nominee, Custodian, Sub-Nominee or Sub-Custodian, except insofar as the same arises as a result of fraud, gross negligence and/or wilful default of PCSB. PCSB shall not be held liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

12.4 PCSB shall not be held liable to me/us for any losses, claims, damages, costs and expenses (whether directly or indirectly) arising from any failure to receive or delay in receiving any orders, instructions or communications issued by, for or on behalf of me/us (for whatsoever reason), nor for any delay, omission or interruption in transmission of any order or instruction through but not limited to any equipments, systems, telecommunication networks or other means.

12.5 PCSB shall not be held liable or responsible to me/us for any form of losses or damages incurred or suffered by me/us if PCSB's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include, but not be limited to, industrial disputes, acts or regulations of any governmental authorities or stock exchanges, as well as the breakdown, failure or malfunction of telecommunications or computer services or systems.

13. Authorisation

Without prejudice to any terms and conditions stated herein, PCSB is hereby irrevocably and unconditionally duly authorised (but is not obliged), to do any lawful act or things either by itself, through a Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, which in the discretion of PCSB is necessary to preserve the integrity of the securities custodised and/or any account and/or protect the reasonable interests of me/us and/or PCSB.

14. Utilisation of Securities

I/We hereby agree that:

14.1 any transfer of securities from my/our account or accounts held in accordance with Clause 10 above, shall be at me/our expenses and subject to PCSB's prior consent and in accordance with applicable laws, regulations, and rules.

14.2 PCSB shall have a general lien on any and all securities held by PCSB for me/us at all times as security for any outstanding obligation owed to PCSB by me/us. PCSB may exercise this lien at any times by selling any or all of such securities and apply the net proceeds to the settlement or discharge of my/our obligations to PCSB.

15. No Obligations to Monitor Securities

I/We agree that neither PCSB nor Phillip Nominees, or such Nominee/Custodian or Sub-Nominee/Sub-Custodian or its other nominees, shall be obligated to monitor the securities or notify me/us of any corporate actions (including, but not limited to, stock splits/ bonus shares or rights issues or mergers and acquisitions or bonus or dividends declared, or for such similar corporate actions not specified herein).

16. Termination

I/We agree that, notwithstanding any other Terms and Conditions contained herein, where PCSB is of the view at its discretion, that the continued trading in the securities for my/our account is not in the mutual benefit of PCSB and me/us, PCSB shall, by written notice to me/us, terminate trading in the securities for my/our account and upon termination, PCSB shall be entitled to utilise any amount owed to me/us and/or liquidate the securities and utilise the proceeds thereof to settle any outstanding amounts. Any amounts remaining with PCSB shall be refunded to me/us in the manner specified by me/us. The remaining securities belonging to me/us held with PCSB shall be transferred to such account with such custodian or otherwise dealt with in the manner specified by me/us at my/our cost and expense, subject to applicable laws, regulations and rules.

17. Variations

I/We agree that PCSB vary, amend or add to these Supplemental Terms and Conditions made hereunder at any time by sending a written notice, without limitation to the foregoing, such written notice(s) shall be included in my/our monthly statement of account and become effective from the date specified in the notice.

18. Other Terms and Conditions

18.1 To authorise a designated Dealers' Representative / Exempt Dealer to execute trades on your behalf in accordance with instructions given by you/your company.

DECLARATION

I/We wish to apply for the PCSBGM for my/our retail/collateralised/cash/margin plus trading 2 in 1 account.

I/We declare and confirm that I am not a bankrupt, that we have not been wound-up, and that I am not/that we are not listed as a defaulter with Bursa Malaysia Securities Berhad (or any other relevant Stock Exchange)

I/We understand that PCSB is under no obligation to approve my/our application herein.

I/We have read, fully understood and hereby accept and agree to be bound by the Supplemental Terms and Conditions for PCSBGM including but not limited to all subsequent amendments, variations and modifications that PCSB may amend, vary or modify at its discretion from time to time.

Applicant's Name: _____

(Signature of Applicant/Authorised Signatories)

NRIC/ Company No: _____

Date: _____

DECLARATION BY DEALERS' REPRESENTATIVE (DR) / COMPANY OFFICER

I/We confirm that the above Applicant has appeared before me/us to execute this Supplemental Terms and Conditions for PCSBGM and hereby request PCSB to allow me to trade for the Applicant pursuant to this Supplemental Terms and Conditions for PCSBGM.

* In consideration thereof, and notwithstanding any collateral which PCSB may hold in relation to this Supplemental Terms and Conditions for PCSBGM from time to time, I/we hereby undertake to indemnify and keep PCSB fully and completely indemnified from and against any losses, damages, debts, interests, charges, fines and/or all other costs and expenses of whatsoever nature which PCSB shall incur, or suffer, in relation to or arising from the trades/transactions.

DR/Officer Name: _____

(Signature of DR / Company Officer)

DR Code (if applicable): _____ Date: _____