



**Terms and Conditions**

I/We hereby:

1. request you to open an account in my/our name;
2. declare that I have attained 18 years of age (for individuals only)
3. declare that I am not an undischarged bankrupt (for individuals only)
4. undertake to abide by all laws relating to my/our trading activities with you including without limitation the Rules and Regulations of the Bursa Malaysia Securities Bhd now in force or from time to time amended, revised or supplemented.
5. declare that all particulars and information given in this application form are true and correct and that I/we have not withheld any material fact or information to you. I/we hereby authorise you to verify at any time and from time to time all or any of the particulars and/or information furnished herein in such manner as you shall deem fit.
6. undertake to furnish you with such additional particulars and information as you may require at any time and from time to time.
7. declare and agree that my/our application herein is subject to your approval and you are absolutely entitled to reject my/our application or impose such conditions or restrictions as you may deem fit without giving any reasons therefor.

In the event an account is opened pursuant to the application herein, I/we hereby further agree to the following: -

8. I/We undertake to make immediate payment for delivery of securities purchased by me/us and/or on my/our behalf when the same is due and you shall be entitled to apply such payment in any manner as you may in your absolute discretion decide.
9. I/We undertake to pay any security deposit required of me/us in relation to my/our account including without limitation deposit for purchase contracts made/transacted by me/us and/or on my/our behalf.
10. I/We authorise you to sell out or buy in such securities as may be required to clear my/our position with you.
11. I/We agree to pay to you all charges that may be imposed by you in relation to any debit balance outstanding in my/our account with you including without limitation your costs of funds, handling fee and service charges.
12. I/We authorise you to deal, in any manner as you shall deem fit. with all or any of the securities purchased for or under my/our account for which I/we have not remitted payment.
13. As a continuing security to you for the payment of any sums due or owing to you in respect of any transaction(s) on my/our account or any debit balance thereon, I/we hereby pledge, charge and grant a continuing lien and security interest in your favour, all my/our rights, title and interests in and to all securities and in all related documents deposited or transferred for credit of my/our account and/or standing to credit of my/our account in the Central Depository System and all interests income and dividends paid or payable in respect thereof and all proceeds of realisation or redemption of all such securities together with the power at any time and from time to time to sell any such securities and to apply the proceeds of sale in reduction or discharge of the sums secured.
14. I/We authorise you to set-off any contra gain, sales proceed, etc. against any outstanding position I/we may have with the company as you deem fit.
15. I/We declare that all orders made by me/us through the telephone shall not be revoked or withdrawn by me/us and shall therefore be confirmed.
16. I/We declare and agree that you may at any time and at your absolute discretion suspend or close my/our account with or without giving any reason therefor.
17. I/We declare that I/we have received the most recent trading guidelines issued by you and have read and understood the said trading guidelines and agree that I/we will not make any claims against you in the event I/we suffer loss or damage as a consequence of my/our failure to observe or comply with the trading guidelines now existing or such other trading guidelines issued by you from time to time.
18. I/We hereby authorise Mercury Securities Sdn Bhd (hereinafter referred to as "MERCURY") to automatically credit all proceeds (including but not limit to net sales proceeds, contra gains and any other payments due to me/us) into my/our trust account maintained with MERCURY. I/We further authorise MERCURY to deal with my/our trust monies under my/our trust as MERCURY deems fit, including placing my/our trusts monies in short term placement and/or money market instruments during the period prior to my/our investment being effected and MERCURY shall have the absolute right to deal with the interest income accrued from such placement.

19. I/We agree that I/we will have no claim whatsoever against you for any payments in respect of securities sold by me/us or for delivery of certificates or documents of titles of securities purchased by me/us in the event I/we had authorised my/our Dealer Representative or any other person to collect payments and/or transfer deeds and certificates or documents of titles of securities on my/our behalf from you save where in relation to scriptless securities under the Central Depository System the consequence arises from any willful act, omission, neglect, fraud or error on your part.
20. I/We agree at all times fully and effectually to indemnify you and keep you fully and effectually indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs, debts, interests, legal fees (on a full indemnity basis) and expense whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever against or by you to any person arising out of or incidental to all matters relating to my/our account with you including without limitation any breach by me/us of the agreement(s), undertakings and covenants herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the cancellation, suspension, termination or closure of my/our account with you.
21. I/We will forthwith notify you in writing of any change of address on my/our part. Should I/we fail to so notify you or should you fail to receive my/our notification, any notice sent by you to the address last known to you shall be deemed to be sufficiently given. Any notice given by you shall be deemed effected upon the expiry of three (3) days after the same is sent by ordinary post.
22. Failure or delay on your part to insist in any one or more instances upon the performance of any provisions contained herein shall not be construed as a waiver or relinquishment of any of your right to future performance of such provision and my/our obligation in respect of such future performance shall continue in full force and effect.
23. In the event that anyone or more of the provisions contained herein shall any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing the terms herein (being the law of Malaysia) or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions herein and the provisions herein shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.