

APPLICATION TO OPEN AN INDIVIDUAL ACCOUNT

ecmmoney.com Products	Account Type Please choose one	TRADING LIMIT (RM)	CDS ACCOUNT NO.	CLIENT CODE	ACCOUNT TYPE
<input type="checkbox"/> Cash Upfront	<input type="checkbox"/> Nominee <input type="checkbox"/> Direct				<input type="checkbox"/>
<input type="checkbox"/> Collateralised	<input type="checkbox"/> Nominee <input type="checkbox"/> Direct				<input type="checkbox"/>
<input type="checkbox"/> DayTrading88	<input type="checkbox"/> Nominee <input type="checkbox"/> Direct				<input type="checkbox"/>
<input type="checkbox"/> Premier88	<input type="checkbox"/> Nominee <input type="checkbox"/> Direct				<input type="checkbox"/>
DEALER'S REPRESENTATIVE'S ("DR") NAME :			DR'S. CODE:		

PERSONAL PARTICULARS

Preferred User ID Name (As in NRIC) : 1. _____ 2. _____ (6 to 12 characters [only alphanumeric and underscores (_) are accepted])

Date of Birth : _____ Male Female

NRIC/Passport No. (New) : _____ Nationality : _____

NRIC (Old) : _____ Race : _____

Home Address (Present) : _____
Postcode : _____

Mailing Address (if different from above) : _____
Postcode : _____

Contact Numbers : Home _____ Mobile _____

Email Address : _____

Bank Particulars : Name of Bank : _____ Branch Name : _____
Bank Account Number : _____

EMPLOYMENT/BUSINESS

Own Business Employed Others No of Years Employed : _____
Please specify : _____

Name of Company : _____

Address of Company : _____
Postcode : _____

Position Held : _____

Nature of Business : _____

Business Contacts : Phone _____ Fax _____

SPOUSE PARTICULARS

Spouse's Name : _____

NRIC/Passport No. : _____

If employed, please furnish Name of Employer : _____

Address of Employer : _____

Contact of Employer : _____ Telephone no. : _____

To assist us in determining a trading facility, kindly tick the relevant box

GROSS MONTHLY INCOME

Below RM1,000

RM1,001 TO RM2,500

RM2,501 TO RM5,000

RM5,001 TO RM7,500

RM7,501 TO RM10,000

Above RM10,000

ESTIMATED NETWORTH (For trading limit purpose)

Below RM50,000

RM50,000-RM100,000

RM100,001-RM200,000

RM200,001-RM500,000

RM500,001-RM1,000,000

Above RM1,000,000

Do you have an existing trading account with other stockbroking firms?
 Yes No

Are you subscribed to any online trading services?
 Yes No

DECLARATION BY APPLICANT

That I have read and fully understood the full content of the following:

- A. CALL WARRANTS RISK DISCLOSURE STATEMENT
- B. TERMS AND CONDITIONS FOR OPENING AN ACCOUNT WITH ecmmoney.com

I hereby solemnly, voluntarily, conscientiously, irrevocably and unconditionally declare (conscientiously believing the same to be true), as follows:-

1. that I have read and understood the full contents of this form and hereby, unconditionally and irrevocably agree to be bound by and to accept all of the terms and conditions and to make all of the declarations, representations and warranties herein set out.
2. that the information given herein are true and correct and that I have not withheld any material fact or information from ECM. I irrevocably and unconditionally authorise ECM to verify in any manner with any third party, the information furnished herein or from time to time as ECM deems fit and I further irrevocably and unconditionally undertake to furnish ECM with such further or additional information as ECM may require at any time or from time to time; and
3. that I am not bankrupt and no bankruptcy proceeding has been instituted against me and that I have not committed any acts of bankruptcy and am not a defaulter on the BMSB circulation list and not presently in the employment of any Participating Organisation (as defined in the Rules of BMSB).
4. I fully appreciate that the Bank is required to comply with the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, which amongst others require the Bank to identify and verify source of funds especially when cash payments are made. Failure to comply may result in criminal sanctions against me and the Bank reserves the right to freeze or terminate my Accounts pending supply of all requested particulars and/or verification. In such an event I declare I shall have no claim and/or cause of action whatsoever against the Bank in respect of any losses, liabilities, damages, claims, interest, charges, expenses, costs and any other adverse consequences of whatsoever nature or howsoever incurred / suffered / sustained by me
5. that the dealings in securities in respect of my trading Accounts are/shall be carried out by me as principal

(NOTE: THE BURSA MALAYSIA SECURITIES BERHAD TAKES A SERIOUS VIEW OF ANY MISREPRESENTATION ARISING FROM MAKING AN ERRONEOUS DISCLOSURE OR NOT MAKING A DISCLOSURE AT ALL)

SIGNED by the abovenamed)
in the presence of:)

.....
Signature of Applicant
Name :
NRIC / Passport No :
Date :

.....
Name of witness :
Dealer Representative/Participating Organisation's Authorised Officer/Commissioner of Oaths
NRIC No :
Address :

PLEASE NOTE THAT THIS APPLICATION FORM MUST BE DULY COMPLETED, PRINTED AND DULY EXECUTED BEFORE A COMMISSIONER FOR OATHS, AN AUTHORISED OFFICER OR DEALER'S REPRESENTATIVE OF ECM AS WITNESS. THEREAFTER, A HARDCOPY OF THE DULY COMPLETED AND EXECUTED APPLICATION FORM MUST BE DELIVERED BY HAND, COURIER OR POST TO ECM AT

**ECMMONEY.COM CONTACT CENTER
ECM LIBRA INVESTMENT BANK BERHAD
3RD FLOOR
WISMA GENTING
JALAN SULTAN ISMAIL
50250 KUALA LUMPUR
MALAYSIA**

DECLARATION BY DEALER'S REPRESENTATIVE

I hereby agree to accept the above person as an ecmmoney.com client, to be serviced by me. I take cognizance of the client's application and request, as well as the terms and conditions specified above.

.....
Signature of Dealer's Representative
Name :
NRIC / Passport No :
Date :
Remarks :

**"KNOW OUR CLIENTS" QUESTIONNAIRE
(BMSB/ACE)**

QUESTIONNAIRE (You may tick more than one answer. There is no right or wrong answer.)

1. What is your purpose of Investment?

<input type="checkbox"/> Retirement Fund	<input type="checkbox"/> Child's Education	<input type="checkbox"/> Capital Gain	<input type="checkbox"/> Savings	<input type="checkbox"/> Constant Income
Others _____				

2. What do you invest in?

<input type="checkbox"/> Shares	<input type="checkbox"/> Fixed Deposits	<input type="checkbox"/> Savings Account	<input type="checkbox"/> Unit Trust	<input type="checkbox"/> Property
<input type="checkbox"/> Life Insurance	Others _____			

3. How much return do you expect from your investment (taking into consideration high returns means high risk)?

<input type="checkbox"/> 5% - 20%	<input type="checkbox"/> 21% - 50%	<input type="checkbox"/> > 50%
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4. What level of risk tolerance would you take?

<input type="checkbox"/> Low Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> High Risk
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5. Which BMSB Equities would you invest in?

<input type="checkbox"/> 1st Board Shares	<input type="checkbox"/> Bonds/Unconvertible Loan Stock
<input type="checkbox"/> Call Warrant/Warrant/Transferable Subscription Rights	Others _____

6. What is your main source of funds used to finance the investment?

<input type="checkbox"/> Own Cash	<input type="checkbox"/> Unsecured Loans (e.g. Credit Card)	<input type="checkbox"/> Overdraft	<input type="checkbox"/> Borrowing from relatives/friends
<input type="checkbox"/> Mortgage	<input type="checkbox"/> Margin Financing	Others _____	

7. What factors do you consider important when you decide to invest in the shares of a Public Listed Company?

(a) Outstanding products/service	<input type="checkbox"/>	(f) Low gearing/borrowings	<input type="checkbox"/>
(b) Net asset value	<input type="checkbox"/>	(g) Price Earning (PE) ratios	<input type="checkbox"/>
(c) High dividend yield/payout	<input type="checkbox"/>	(h) Return on equity	<input type="checkbox"/>
(d) Substantial fixed assets	<input type="checkbox"/>	(i) Professional management team	<input type="checkbox"/>
(e) Advanced Technical Tools	<input type="checkbox"/>	(j) Market Talk	<input type="checkbox"/>

8. How do you monitor your equity investment?

<input type="checkbox"/> Read newspaper	<input type="checkbox"/> Visit a broker's public gallery	<input type="checkbox"/> Call/Wait for DR to call	<input type="checkbox"/> Watch television to keep track
<input type="checkbox"/> Desktop Broking/On-line Broking/Internet		Others _____	

9. How do you protect your equity investment in a falling market?

<input type="checkbox"/> Cut loss	<input type="checkbox"/> Pick up the stock	<input type="checkbox"/> Take no action	<input type="checkbox"/> Transfer to Margin Account
<input type="checkbox"/> Average your price by purchasing more shares		Others _____	

10. Do you analyse ratios (e.g. Price Earnings, Return on Investment, etc) before making a decision to invest or divest?

<input type="checkbox"/> No	<input type="checkbox"/> Yes
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11. Which newspaper(s) do you read?

English		Malay	Chinese
a) The Star	<input type="checkbox"/>	e) Berita Harian	<input type="checkbox"/>
b) The Sun	<input type="checkbox"/>	f) Utusan Malaysia	<input type="checkbox"/>
c) The Edge	<input type="checkbox"/>		
d) NST	<input type="checkbox"/>		
			g) NYSP <input type="checkbox"/>
			h) SCJP <input type="checkbox"/>
			i) Others _____

12. If you switch on the radio, which station do you listen to?

English		Malay	Chinese
a) BFM 89.9	<input type="checkbox"/>	d) Hot FM 97.6	<input type="checkbox"/>
b) LiteFM 105.7	<input type="checkbox"/>	e) ERA FM 103.3	<input type="checkbox"/>
c) Mix FM 94.5	<input type="checkbox"/>	f) Sinar FM 96.7	<input type="checkbox"/>
			g) 988 <input type="checkbox"/>
			h) MY FM 101.8 <input type="checkbox"/>
			i) One FM 88.1 <input type="checkbox"/>
			k) Others _____

FOR OFFICE USE ONLY

	BUY LIMIT	SELL LIMIT	BROKERAGE RATE		
			INTRADAY	< RM100,000	> RM100,000
TRADING					
COLLATERISED					

BMSB DEFAULTER : YES NO

BANKRUPTCY : YES NO

PROCESSED BY : APPROVED BY : 1

CHECKED BY : 2

DATE : 3

REMARKS :

CALL WARRANTS RISK DISCLOSURE STATEMENT

1. The purpose of this statement is to inform you that the risk of loss in purchasing call warrants can be substantial. You should therefore assess if the purchase of call warrants is suitable for you in light of your financial circumstance. In deciding whether to purchase call warrants you should be aware of the following:-
 - the purchaser of a call warrant is subject to the risk of losing the full purchase price of the call warrant and all transaction cost;
 - in order to realize any value from a call warrant, it is necessary to sell the call warrants or exercise the call warrants on or before their expiry date;
 - under certain conditions, it may become difficult to sell the call warrants;
 - upon exercise of the call warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the call warrants;
 - placing of contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessary limit your losses to the intended amount. Market conditions may not make it possible to execute such order; and
 - the high degree of leverage that is obtainable from call warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
2. This brief statement, cannot disclose all the risks and other aspects of purchasing call warrants. You should therefore carefully study the terms and conditions of any call warrants before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of a call warrant, you should consult your broker.

A. TERMS AND CONDITIONS FOR OPENING AN ACCOUNT WITH **ecm**money.com

I, hereby irrevocably and unconditionally:

1. request that ECM Libra Investment Bank Berhad (“ECM”) open, in my name the ecmmoney.com Client’s Account for the products and services as I have indicated and applied for above together with the corresponding, being either Nominee Account (as defined below) or Direct Account (as defined below), for the purposes of the purchase, sale or other transactions of shares, stocks and other securities. For avoidance of doubt, all references to “Accounts” hereinafter shall include the ecmmoney.com Client’s Account as I have indicated and applied for above together with the corresponding Central Depository System (“CDS”) custody or nominee account (“Nominee Account”) which will be opened and maintained by custodian(s) or nominee(s) specified by ECM (“Nominee”) for and on my behalf or the corresponding CDS Direct Account (“Direct Account”) which will be opened and maintained by and for me and the trust account (“Trust Account”) where all monies deposited by me will be held by ECM and shall include any other accounts / products / services which I may open at any time or from time to time or where the context permits or requires, any one or more of them;
2. agree that ECM has the absolute discretion to approve or reject my application to open the Accounts without giving any reasons;
3. agree that ECM shall be entitled at its sole discretion at any time and from time to time to impose such other terms and conditions relating to my Accounts and/or to vary, modify, substitute whatsoever the existing terms and conditions as stated herein as ECM may deem fit and I hereby undertake to be bound by and comply with all such terms and conditions as may be varied, modified, amended, substituted and/or newly imposed terms and conditions at all times.
4. undertake to abide by the rules, regulations, by-laws and directives of (i) the Bursa Malaysia Securities Berhad (“BMSB”); and (ii) any other regulatory authorities and/or such other stock exchanges or markets in which ECM is dealing on my behalf whether in Malaysia or elsewhere, as may be amended, revised or supplemented and being in force from time to time;
5. represent and warrant that I have good title to such shares, stocks or other securities that I may sell through ECM;
6. undertake to ensure that there are sufficient monies in the Trust Account to fully settle the purchase price for any shares, stocks or other securities purchased by me, or on my behalf, together with any transaction costs payable by myself in connection with the said purchase when such payment is due and to make immediate payment in full to ECM if and when required by ECM for such purchases.
7. undertake to deliver and/or transfer to ECM promptly any shares, stocks or other securities sold by me, or on my behalf, and to ensure that, in respect of shares, stocks or other securities which ECM has sold on my behalf, I have the respective free securities, (i.e., I am the only legal and beneficial owner of the said shares, stocks and other securities and full payment in respect of the said shares, stocks and other securities have been settled and the said shares, stocks and other securities are currently not charged, pledged, mortgaged whatsoever to any parties) in my Accounts on the relevant settlement day;
8. authorise ECM to sell, transfer or otherwise deal with, in any manner ECM deems fit, all or any of the shares, stocks or other securities purchased for, or under, my Accounts or on my behalf for which I have not effected payment and to retain, set-off and/or otherwise deal with the proceeds thereof in any manner ECM deems fit;
9. authorise ECM to set-off, assign, hypothecate or otherwise deal with my Accounts, including, without limitation, all cash, shares, stocks or other securities held in any manner ECM deems fit;
10. authorise ECM to debit my Accounts at any time and from time to time in respect of any interest, expenditure or other charges which might be incurred or owing by me;

11. authorise ECM to transfer to ECM any funds, shares, stocks, securities, commodities or other properties from any Accounts maintained by me with ECM to reduce or pay in full any debit balance in my Accounts;
12. authorise and agree that ECM may place my name in the defaulter's list maintained by BMSB pursuant to the Rules of BMSB and/or commence legal action for the recovery of all amounts owing by me to ECM in the event that I fail to fully settle and pay all amounts owing within any period stipulated by ECM;
13. authorise ECM in its absolute discretion to carry out such selling-out or buying-in of shares, stocks or other securities to clear my Accounts position with ECM and to utilise any contra profit/gain or proceeds from any sales or monies due to me to set-off and repay all or any of the monies and my liabilities due and owing by me to ECM;
14. undertake to settle and repay immediately to ECM all sums of money howsoever owing under my Accounts as and when the same is due;
15. undertake to pay to ECM promptly all interests and charges including late payment charges, at such rate(s) specified by ECM from time to time, on the outstanding debit balance of my Accounts arising from any delay in settlement on my part;
16. undertake to pay all fees, service charges, commissions and other charges arising from or in connection with all transactions relating to my Accounts including legal fees incurred by ECM on a solicitor and client basis in the enforcement of any of my obligations and liabilities;
17. agree that all of my transactions in shares, stocks and other securities through my Accounts will be evidenced by contract statements/notes issued by ECM to me or published by ECM on ECM's website and any error must be brought to the attention of ECM within 24 hours of my receipt of the contract statements/notes or retrieval of such publication from ECM's website, failing which the said transactions will be deemed and taken to be true and correct;
18. agree that all orders and confirmations made through electronic mail or the telephone or facsimile transmission (as the case may be) shall be deemed to be confirmed and binding on me without any requirement for ECM to furnish any proof on its part and / or without any enquiry by ECM as to the authority or identity of the person making such orders and confirmations;
19. agree that ECM shall have the right at any time in its absolute discretion to refuse to effect or carry out any orders made by me or limit any of the purchases or sales ordered by me;
20. agree that ECM shall have the right at any time in its absolute discretion to suspend or close my Accounts without giving any reasons whatsoever;
21. undertake to inform ECM in writing of any change in my personal particulars as specified above;
22. authorise ECM or its officer, employee or agent to act on my behalf:-
 - (a) to collect any cheques and monies due and payable to me (if applicable);
 - (b) to make payment for securities purchased by me (if applicable);
 - (c) to carry out any other acts deemed fit;
 - (d) to print out ad hoc statement(s) and any other statement(s) from or in relation to my Accounts; and
 - (e) to perform or carry out balance inquiry of the cash, shares, stocks or other securities in my Accounts;
23. indemnify ECM, and keep ECM indemnified, in full and at all times against all losses, liabilities, damages, claims, interest, charges, expenses, costs (including legal expenses on a solicitor-client basis) and any other adverse consequences of whatsoever nature or howsoever incurred by ECM or which ECM may sustain or incur arising out of or resulting from : (i) ECM or its officers, employees or agents acting on my behalf; (ii) any "buying-in" or "selling-out" transactions and other transactions executed by ECM on my behalf; (iii) any default on my part in the settlement and repayment of any monies due and owing to ECM or my failure to comply with any of my obligations, covenants and undertakings; (iv) any of my representations or warranties being or becoming untrue, misleading or incorrect in any respect; (v) ECM commencing legal action to enforce any of my obligations, liabilities, breach or default; and/or (vi) any legal actions, claims or proceedings instituted against ECM in respect of my Accounts, my trading activities or any other reasons attributable to me;
24. in addition and without prejudice to any other provisions herein, I hereby irrevocably and unconditionally agree to mortgage, assign, charge and/or pledge in ECM's favour all the shares, stocks or other securities or cash, held at any time or from time to time in my Accounts which has already been fully paid ("Securities"). In addition and not in derogation of the above, I agree that I shall mortgage, assign, charge or pledge in ECM's favour such shares, stocks and/or other securities or cash, as may be required by and acceptable to ECM as collateral to secure all of my trading activities and monies, obligations and liabilities due and owing to ECM at any time and from time to time, and I shall at the request of ECM at any time and from time to time substitute such shares, stocks or other securities or cash with those acceptable to ECM at its absolute discretion. I further agree that such shares, stocks or other securities or cash shall be a continuing security to ECM for all moneys due and owing to ECM by me, including but not limited to, any money now and hereafter due under my Nominee Account and/or my Direct Account and/or my ecmmoney.com Client's Account. In the event that any debt, including but not limited to, the contra losses, remains outstanding and due and owing from me for more than fourteen (14) days or any other period of time as may be prescribed by ECM in its absolute discretion at any time and from time to time by written notice to me, I irrevocably and unconditionally, agree, consent, direct and authorise ECM to sell, dispose, transfer, charge, assign or otherwise deal with, otherwise without notice to me, in any manner, at any time and upon such terms and conditions ECM in its sole discretion deems fit, all or any of the shares, stocks or other securities or cash, whether pledged, charged, assigned, mortgaged, transferred whatsoever to ECM or and utilize the proceeds thereof or other monies held by ECM to set-off, repay and settle and discharge: (1) all monies due and owing by me to ECM under all of my Accounts with ECM or otherwise due to ECM for any reason whatsoever (including monies due and owing by me to ECM in respect of my other dealings and transactions with or through ECM) and (2) all monies due and owing by me to ECM Libra Investment Bank Berhad or any of its subsidiaries ("ECM Group"), in which event I shall have no recourse against ECM or Nominee in respect of any loss I may suffer arising out of or in relation to or connected with such sale or this agreement. I further undertake to pay ECM forthwith any shortfall or balance due and owing in or under all of my Accounts and/or otherwise due to ECM and/or the ECM Group in the event that the proceeds from the sale, disposal or transfer of the Securities are insufficient to settle all monies due and owing by me to ECM and the ECM Group and indemnify ECM for all losses, liabilities, damages, interest, costs, expenses charges and/or any other adverse consequences sustained or incurred by ECM in connection with my Accounts or my trading activities. Without prejudice and in addition to the above, I hereby appoint ECM or any of its attorneys, officers or servants as ECM shall at its absolute discretion from time to time nominate, and in my name or in the name of ECM or any of its attorneys, officers and/or servants, as the case may be, to deal with the shares, stocks or other securities or cash, in any manner whatsoever and to do all other things as fully and as effectively as I could do in connection therewith and in particular but without prejudice to the generality of the foregoing,

to transfer, assign, charge or sell the shares, stocks or other securities, or any part thereof and to do all whatsoever acts and to execute all whatsoever documents to give effect to such transfer, assignment charge or sale.

25. agree that I shall not hold ECM or any of its officer, employee or agent responsible or liable for whatever losses which I may incur or have incurred as a result of the acts, representations and/or omissions of the officer, employee or agent in carrying out his/her duties in connection with my Accounts;
26. agree and acknowledge that ECM, its officer, employee or agent shall not be responsible or liable for any loss or damages, direct or indirect, incurred by me or which I may incur as a result of any sale, disposal, transfer or dealing carried out by ECM its officer, employee or agent in relation to all or any of the Securities, including, without limitation, any loss or depreciation in value of any of the Securities arising from the said sale, disposal, transfer or dealing; and
27. agree to do all such acts and things and sign all such further documents in such form and upon such terms and conditions as may be required by ECM and acceptable to ECM in connection with my Accounts in order to perfect or give effect to the terms and conditions herein.

B. TERMS AND CONDITIONS GOVERNING THE TRUST FOR CASH UPFRONT ACCOUNT ONLY

In addition to, and not in derogation of, the terms and conditions set out in Section A above, I hereby irrevocably and unconditionally agree to the following in respect of the Trust Account:

1. I hereby agree that all monies which have been deposited into my Trust Account shall be dealt with in accordance with the terms and conditions herein. For the avoidance of any doubt, ECM shall credit my Trust Account and give value to the payment or deposit made by myself after (1) I have either updated the offline payment webpage with the correct and complete details or alternatively notified ECM via telephone of such payment and ECM has reconciled my Trust Account based on the details provided; and (2) any cheque delivered by myself to ECM has cleared. "Available Funds" shall mean the net available sum of monies remaining in the Trust Account on any relevant day as may be calculated or determined by ECM.
2. As and when any of my purchase orders for shares, stocks or other securities have been executed by ECM on my behalf on any day, ECM shall be entitled to immediately earmark or set aside the relevant amount of monies from the Available Funds for settlement of the purchase price of the said shares, stocks or other securities and all of the transaction costs payable by myself in connection with the said purchase ("Earmarked Amount"). On the relevant settlement date as prescribed by BMSB or any other relevant authorities, ECM shall be authorised to utilize the Earmarked Amount to settle the said purchase price and transaction costs payable by myself in connection with the said purchase. I further agree and acknowledge that I shall not be entitled to contra the said purchase price and transaction costs against the proceeds from the execution of any subsequent sale orders for securities on my behalf by ECM.
3. hereby authorise ECM to credit all proceeds due to me on the settlement of any sale order for all or any of my shares, stocks or securities at any time, into my Trust Account and thereafter, I agree that such proceeds shall form part of the Available Funds and shall be dealt with in the same manner as all other monies in my Trust Account.
4. I shall be entitled to receive interest on the Available Funds at the rate prescribed by ECM, at its absolute discretion, from time to time. The interest shall be calculated on a daily basis at the end of each day and shall be credited into the Trust Account at the end of the last day of each calendar month. ECM shall be entitled to, in its absolute discretion, at any time and from time to time, impose such terms and conditions with respect to the payment of interest on the Available Funds, including, without limitation, specify that a minimum amount of Available Funds must be maintained in order for me to be entitled to interest payments on the Available Funds.
5. For each withdrawal, I shall be entitled to withdraw a minimum of Ringgit Malaysia One Hundred (RM100) or any other such minimum amount as may be prescribed by ECM at its absolute discretion from time to time, subject to the Available Funds. For each calendar month, I further agree that I shall only be allowed to make four (4) withdrawals or any other frequency as ECM at its absolute discretion may decide from time to time, by giving a written request, or any other form of notice prescribed by ECM from time to time, to ECM on any market day subject to such conditions as ECM may prescribe or impose on such withdrawals at its absolute discretion from time to time. I agree and undertake to maintain at least Ringgit Malaysia One Hundred (RM100) or any other amount as may be prescribed by ECM at its absolute discretion in the Trust Account at all times and upon my submission of the said written request or notice for withdrawal, I agree and undertake not to place any purchase orders for any shares, stocks or other securities in excess of the balance of the Available Funds after deduction of the proposed amount to be withdrawn.
6. In addition and without prejudice to any other provisions herein, I hereby irrevocably and unconditionally, agree, consent, direct and authorise ECM to utilize the Available Funds at any time and from time to time to set-off, repay and settle and discharge: (1) all monies due and owing by me to ECM under all of my Accounts with ECM or otherwise due to ECM for any reason whatsoever (including monies due and owing by me to ECM in respect of my other dealings and transactions with or through ECM) and (2) all monies due and owing by me to any of the companies within the ECM Group. I further undertake to pay ECM forthwith any shortfall or balance due and owing in or under all of my Accounts and/or otherwise due to ECM and/or the ECM Group in the event that the Available Funds are insufficient to settle all monies due and owing by me to ECM and the ECM Group and indemnify ECM for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by ECM in connection with my Accounts or my trading activities.
7. I hereby agree that ECM shall be entitled to determine and calculate the available limit for my trades in securities in the manner determined by ECM in its absolute discretion. Without prejudice to the foregoing, I agree and acknowledge that all Earmarked Amounts shall be deducted from the Available Funds when calculating my available limit for my trades in securities.
8. In the event any of my purchase order for any shares, stocks or securities has been executed and it is thereafter discovered that the aggregate of the purchase price and the transaction costs payable by myself in connection with that purchase order is greater than the Available Funds (the excess shall be known as the "Excess") for any reason whatsoever, including any errors or omissions on the part of ECM in calculating the Available Funds and my trading limit, I hereby undertake to pay to ECM the Excess in immediately available funds on the market day immediately following the transaction date of the said purchase order failing which, without prejudice to all its rights and remedies, ECM shall be entitled to charge and impose on me the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and I shall be liable to pay brokerage to ECM at the said rate in respect of that purchase order.

C. TERMS AND CONDITIONS GOVERNING THE NOMINEE ACCOUNT

In addition to, and not in derogation of, the terms and conditions set out in Section A & B above, I hereby irrevocably and unconditionally agree to the following in respect of the Nominee Account :

1. All shares, stocks or other securities in my Accounts shall be registered in the Nominee's name, and held in my favour.
2. The Nominee shall hold, dispose of or otherwise deal with the said securities on my instruction in the form prescribed and acceptable by ECM and/or the Nominee and the Nominee shall not be held liable for any reason whatsoever by reason of acting or omitting to act on any such instruction given or purported to be given should there be any error or ambiguity.
3. All of my securities that are deposited with the Nominee shall be in the required or regular form and in good delivery order. I confirm and undertake with ECM and the Nominee that the securities deposited by me with the Nominee are genuine and that I am the lawful and beneficial owner of the securities.
4. The Nominee shall not be bound to return the identical securities deposited by me and I will accept securities of the same class or denomination in place of the securities deposited with the Nominee.
5. In addition and without prejudice to any other provisions herein, I hereby irrevocably and unconditionally agree, consent, direct and authorise the Nominee to: (1) request payment of and receive all interest, dividends and other payments or distributions in respect of the securities held; (2) surrender the securities against receipt of monies payable at maturity or on redemption if called prior to maturity at my request; and (3) to comply with the provisions of any law or regulation now or hereafter in force which purport to impose on the holder of any securities a duty to take or refrain from taking any action in connection with any of the securities or payments or distributions or monies payable in respect of any of the securities.
6. The Nominee shall not be under any duty or responsibility to take any action or otherwise but shall not be precluded from so doing in its absolute discretion without reference or notice to me with regards to attendance at meetings or voting in respect of any of the securities or as regards to any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganization, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any of the securities in connection therewith or otherwise, nor shall the Nominee be under any duty to investigate or participate therein or take any affirmative action in connection therewith except upon receipt of any written instructions from me and upon such conditions and indemnity and provision for fees and charges as may be required by the Nominee. However, the Nominee will promptly notify me upon receiving notices relating to rights, dividend, interest and any other payment entitlements arising from my securities in order to permit me to take timely action with respect thereto.
7. I shall pay such fees and charges as may be charged by the Nominee from time to time for the Nominee's services hereunder, including all expenses incurred by the Nominee or the Nominee's agents ("Fees"). I agree and authorize ECM and/or the Nominee to deduct such fees from my Trust Account. In the event that there are insufficient funds for any reason whatsoever, the Nominee shall be authorized to (without further reference to me) and without prejudice to all the Nominee's rights and remedies, deduct any amounts due to it from any monies received by the Nominee for my Accounts, and to sell all or any of my securities in such manner and upon such terms and conditions as the Nominee shall in its sole discretion think fit and to apply the net proceeds from any sale thereof in or towards the discharge of all amounts due and owing to the Nominee or at the Nominee's discretion to hold them in suspense for whatever period as the Nominee shall think fit. Notwithstanding anything aforementioned, such fees and charges as may be charged by the Nominee from time to time may be waived at the absolute discretion of ECM and/or the Nominee, subject to such conditions as may be imposed by ECM and/or the Nominee from time to time. Alternatively the Nominee may demand from me and I shall upon such demand pay to the Nominee such amount as shall be sufficient to settle the deficit
8. The Nominee may, with my prior consent, deposit my securities with other depositories. In any such case, the terms and conditions imposed by such depositories shall apply and the Nominee shall cease to be responsible in any way whatsoever for those securities so deposited with other depositories.
9. I shall indemnify the Nominee, its agents and correspondents against any and all expenses, liabilities, claims demands and any other adverse consequences whatsoever in , under or arising out of the holding, disposal or delivery of the securities or anything done in respect thereto.
10. The Nominee may at my expense seek the opinion or views of such professional advisers as the Nominee may select and the Nominee may, but shall not be required to, act thereon and shall have no liability whatsoever for any action taken or omitted to be taken pursuant thereto.
11. The Nominee's services will terminate upon the termination of this agreement pursuant to Clause 8.1 of Section E below.
12. Upon the termination of the Nominee's services, all fees and charges due and payable to the Nominee shall be deducted from my Trust Account or if there are insufficient funds, paid by me, and upon due settlement thereof, the Nominee shall deliver to me all the securities held in my favor. Thereafter I shall not hold the Nominee responsible for any further liability including for collecting any dividend, bonus or other rights which may arise from the securities.
13. Save and except for any member of the ECM Group, the Nominee will not disclose to any third party any information in the Nominee's books concerning securities held unless compelled to do so by law. In the event the Nominee discloses information to a third party as required by law, the Nominee shall transmit a copy of the information thus disclosed to me.
14. The securities are deposited with the Nominee at my own risk and on the understanding that the Nominee shall not be liable for any loss and damage or whatsoever acts or things done or omitted to be done in respect of the securities except arising from or occasioned by the Nominee's negligence or wrongful act.
15. The Nominee shall not be liable for any losses, delays or damage due to any cause beyond the Nominee's control and without limiting the generality thereof, including, acts of government, strikes, lockouts, fire, lightning, explosion, flooding, riots, civil commotions, acts of war, malicious mischief or theft.
16. There shall be no recognition of any trust or equity in respect of the securities or any part thereof.

D. TERMS AND CONDITIONS GOVERNING THE DIRECT ACCOUNT

In addition to, and not in derogation of, the terms and conditions set out in Section A & B above, I hereby irrevocably and unconditionally agree to the following in respect of the Direct Account :

1. Notwithstanding that all shares, stocks or other securities in my Accounts are registered in my name, I shall hold, dispose of or otherwise deal with the securities in the manner prescribed and acceptable by ECM and ECM shall not be held liable for any reason whatsoever by reason of prescribing such manner of disposal of or dealing with the said securities should I suffer or incur any losses, liabilities, damages, claims, interest, charges, expenses, costs and/or any other adverse consequences resulting from such prescription by ECM.

E. TERMS & CONDITIONS GOVERNING INTERNET TRADING

In addition to, and not in derogation of, all of the aforesaid terms and conditions contained herein, I further irrevocably and unconditionally agree to comply with the following terms and conditions governing internet trading ("Internet Terms and Conditions"):

1. Internet Trading System

- 1.1 I agree that for the purpose of trading in securities through the Internet, I shall access and use the system provided by ECM and/or any other relevant party, at the website designated by ECM ("ECM Internet Trading Service"). I shall be issued with a unique user identification code ("User ID") and unique password ("Password") by ECM or such other form of approved user identification ("ID") as to provide me access to, and use of, the ECM Internet Trading Service for the purpose of trading in securities. I shall be the sole authorised and exclusive person using the User ID, ID and/or Password (as the case may be) and shall be fully responsible for the use, protection and confidentiality of the User ID, ID and/or Password as well as all transactions executed through the User ID, ID and/or Password. If I (or any person) attempt to access the ECM Internet Trading Service using an incorrect User ID, ID and/or Password (whether once or within such number of attempts as ECM may decide from time to time) ECM shall be entitled (but shall not be obliged) to refuse access to and use of the ECM Internet Trading Service and take such steps as ECM may deem appropriate (including but not limited to the suspension or termination of all access to the ECM Internet Trading Service using that User ID, ID and/or Password (as the case may be)). I shall on becoming aware of any unauthorised access of the ECM Internet Trading Service or loss or theft of the User ID, ID and/or Password forthwith notify ECM and provide such particulars as ECM may reasonably require and, all losses arising from any unauthorised access of the ECM Internet Trading Service or theft of the User ID, ID and/or Passwords prior to actual receipt of such information and particulars by ECM shall be borne solely by me. I shall safekeep and preserve the secrecy of my User ID, ID and/or Password and, failing which, shall indemnify ECM from and against any loss, cost (including legal costs on a full indemnity basis), expense, damage and any other adverse consequences that ECM may suffer as a consequence of any unauthorised access and use of the ECM Internet Trading Service via my User ID, ID and/or Password. For the avoidance of doubt, ECM shall not be liable for any loss, cost, expense or damage arising from any unauthorised access of the ECM Internet Trading Service or theft of the User ID, ID and/or Password.
- 1.2 Any use of the ECM Internet Trading Service by me shall be in accordance with and subject to these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same. ECM hereby reserves the right to amend, vary and/or modify, from time to time and at its sole and absolute discretion, the provisions of these Internet Terms and Conditions and to modify, add to, suspend or terminate the operation of the ECM Internet Trading Service (in whole or in part) or the services (in whole or in part) for the time being provided in, through or together with the ECM Internet Trading Service at any time for any reason whatsoever and in any manner as it may deem fit without giving any prior notice thereof to me and without being liable for any loss, cost, expense or damage whatsoever resulting therefrom.
- 1.3 ECM further reserves the right to suspend, modify or terminate my access to and use of the ECM Internet Trading Service (in whole or in part) and/or impose such conditions or directions in relation thereto from time to time and at its sole and absolute discretion as it may deem fit without giving any reasons or prior notice to me and without being liable in any way for any loss or damage whatsoever resulting therefrom. I accept that my access to and use of the ECM Internet Trading Service will not necessarily be free from faults, errors, delays or defects in its content, design, engineering and/or operation. For the avoidance of doubt, the trading in securities through the ECM Internet Trading Service shall be subject to:-
 - (a) such conditions, requirements, trading limits or other restrictions as may be imposed by ECM from time to time and whether or not prior notification thereof has been given to me; and
 - (b) rules and regulations of BMSB or any other relevant securities exchange in Malaysia or elsewhere for the time being in force and as may be modified or amended from time to time (including but not limited to the Rules and By-laws of BMSB).
- 1.4 I shall use the ECM Internet Trading Service strictly in accordance with these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same. I shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to or attempt to:-
 - (a) gain unauthorised access to or use of the ECM Internet Trading Service;
 - (b) make any modifications, adjustments or alterations to any information or services available on the ECM Internet Trading Service;
 - (c) tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the ECM Internet Trading Service;
 - (d) use the User ID, ID and/or Password or any equipment/software in a manner which is inconsistent with these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same or detrimental to the functioning or operation of the ECM Internet Trading Service;
 - (e) access, use, store, modify or redistribute in any manner inconsistent with these Internet Terms and Conditions the information, materials or data obtained from the ECM Internet Trading Service whether through any other system equipment or software linked to me or otherwise; or
 - (f) cause any failure, interruption, error, defect in, misuse of, impairment or corruption to any part of the ECM Internet Trading Service.
- 1.5 I shall be liable for and shall fully indemnify ECM from and against any and all actions, charges, losses, damages, demands, liability, claims, costs (including legal costs on a full indemnity basis), expenses and/or consequences howsoever arising in respect of or in connection with any breach of the my obligations under Clause 1.4 of these Internet Terms and Conditions.
- 1.6 If in the sole opinion of ECM, any failure, interruption, error, defect in, misuse of, impairment or corruption of the ECM Internet Trading Service is or has been or is likely to be caused by any of my equipment or software, ECM may:-
 - (a) check and inspect my equipment and software; and
 - (b) require me to disconnect, cease the use of, upgrade and/or modify the same at my expense.
- 1.7 I recognize that the use of the ECM Internet Trading Service may involve the electronic transmission of information that may be considered personal financial information, including but not limited to my identity and personal details, the number of shares traded and the net price for such shares. I hereby consent to the transmission by electronic means of such information through the ECM Internet Trading Service; such consent shall be effective at all times that I access and/or use the ECM Internet Trading Service.

2. Risks

- 2.1 I acknowledge and understand that the ECM Internet Trading Service is a communication and trading tool made available by ECM to me at my request to facilitate the communication between myself and ECM and the trading of or dealing in securities via the Internet. I also acknowledge that there are security, confidentiality and other risks in the use of the ECM Internet Trading Service and the Internet which may be beyond the reasonable control of ECM and that, by electing to use and communicate through the ECM Internet Trading Service and the Internet, I accept that all communications between myself and ECM are made at my sole risk.

- 2.2 I agree and accept that prices of securities quoted on the ECM Internet Trading Service may change at any time and from time to time depending on the actual market conditions and accordingly, my orders in respect of dealings in securities may not be executed or matched at the same prices as the prices then quoted on the ECM Internet Trading Service at the time of the issuance of any such orders.
- 2.3 I acknowledge and accept that the execution or matching of my orders in respect of dealings in securities is dependent on the prevailing market conditions and that ECM accordingly does not and cannot represent nor warrant that any such orders transmitted through the ECM Internet Trading Service will be executed or matched on an immediate or timely basis.
- 2.4 ECM may from time to time provide Internet hyperlinks in the ECM Internet Trading Service to Internet webpages or services provided by third parties. ECM may also from time to time permit third parties to make available their services to me through the ECM Internet Trading Service. I hereby acknowledge that such webpages or services provided by third parties are beyond the control of ECM and that ECM neither endorses nor recommends to me any such webpages or services and accordingly, I agree that any access or use of such websites or services by me shall be wholly at my own risk.
- 3. Instructions, Verifications, Acknowledgements and Notifications**
- 3.1 I hereby authorise ECM to rely and act on, and treat as fully authorised by and binding upon me, all orders, instructions and communications received by ECM through the ECM Internet Trading Service under or using my User ID, ID and/or Password ("Instructions").
- 3.2 All Instructions shall be deemed to have been given or made at the time and in the format received by ECM, and may be carried out by ECM without further verification with me. ECM shall be entitled (regardless of the circumstances prevailing at the relevant time and without further enquiry by ECM as to the genuineness of Instructions and/or the authority or identity of the person giving the same) to regard all such Instructions as valid instructions given by me notwithstanding that it may have been given by a third party with or without my consent and/or authority. If any Instruction received by ECM is, or is regarded by ECM in good faith to be, ambiguous, contradictory or conflicting, ECM may either disregard such Instruction (in whole or in part) or carry out or execute such Instruction (in whole or in part) in accordance to ECM's interpretation of such Instruction in good faith without further reference to or consultation with me.
- 3.3 ECM shall be under no obligation whatsoever to effect any Instructions and shall be entitled to refuse to carry out the same without giving any reasons for such refusal and without incurring any liability whatsoever. Further, ECM shall not be responsible for any Instruction not being executed through the ECM Internet Trading Service for any reasons whatsoever.
- 3.4 All transactions executed or done by ECM in accordance with any Instruction shall be binding on me.
- 3.5 ECM hereby reserves the right to deactivate or revoke my access to and use of the ECM Internet Trading Service if it suspects that the Instructions issued using my User ID, ID and/or Password are or have not been duly authorised by me. In such event, ECM may require me to re-apply for a new User ID, ID and/or Password.
- 3.6 Any acknowledgement, notification or statement issued or published by ECM via the ECM Internet Trading Service shall be deemed to have been received by me when the same was issued or published by ECM and I shall be bound thereby notwithstanding that such acknowledgement, notification or statement may not have actually been received by me for any reasons whatsoever.
- 4. Countermand of Client's Instructions**
- 4.1 Subject to Clause 4.2 of these Internet Terms and Conditions, all Instructions transmitted to ECM through the ECM Internet Trading Service shall be irrevocable and conclusive and ECM shall be entitled to act on such Instructions (in whole or in part) in accordance with these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same notwithstanding ECM's receipt of any of my request to cancel or amend such Instructions. For the avoidance of doubt, ECM shall not be taken to have received or to have notice of any request for cancellation or amendment of Instructions from me until ECM communicates its receipt of the same to me.
- 4.2 Upon receipt by ECM of any request to cancel or amend any Instruction, ECM may, but shall not be obliged to, cancel or amend any Instruction after the Instruction has been transmitted to ECM. ECM shall use all reasonable efforts to act on my request for the cancellation or amendment prior to ECM's execution of such Instructions, but ECM shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that ECM cancels or amends, or attempts to cancel or amend, any Instructions at my request, I shall be liable to pay any and all costs and expenses that may be incurred by ECM. For the avoidance of doubt, I shall be bound by the execution for me by ECM of any Instruction (whether in whole or in part) if and to the extent that such Instruction (or any part thereof) was not cancelled or amended by ECM for me pursuant to my request.
- 5. Commission, Fees and Right of Debit**
- 5.1 I agree that ECM may, and is hereby authorised to, effect any payment to or from my Accounts pursuant to or in connection with any Instruction.
- 5.2 I shall pay ECM such subscription fees and other costs, charges, expenses and interest for the use of the ECM Internet Trading Service at such rate as may be determined by ECM from time to time and notified to me. ECM further reserves the right to recover from me any additional, special or out-of-pocket expenses incurred on my behalf pursuant to any Instructions.
- 5.3 All other agreements between myself and ECM for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and shall not be affected by these Internet Terms and Conditions for the payment of fees, costs, charges, expenses and interest in connection with the ECM Internet Trading Service.
- 5.4 All fees, costs, charges, expenses and interest payable to ECM pursuant to these Internet Terms and Conditions shall be made in the currency specified by ECM in each case.
- 5.5 At all times, I must ensure that I have sufficient funds to fulfill any and all payment obligations when due. Similarly, I must at all times ensure that I have sufficient shares in my Accounts for delivery when due.
- 6. Limits**
- 6.1 ECM hereby reserves the right at any time to set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the ECM Internet Trading Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.
- 6.2 ECM may limit, cancel or suspend the ECM Internet Trading Service in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the ECM Internet Trading Service.
- 7. New Services, Hardware and Software**
- 7.1 ECM may introduce new service(s) and/or new product(s) through the ECM Internet Trading Service at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, I agree to be bound by the terms and conditions as ECM may prescribe governing each such new service and/or product.
- 7.2 If new or different versions of the web browser or other software necessary for the operation of the ECM Internet Trading Service are available, ECM reserves the right not to support any prior version of the web browser or other software. If I fail to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the ECM, ECM may reject Instructions sent by me.
- 7.3 ECM reserves the right to change the type or versions or specifications of any hardware or equipment that I may be required to use for the ECM Internet Trading Service, and in the event I fail to obtain the necessary hardware or equipment to use the ECM Internet Trading Service, ECM may reject Instructions sent by me.

8. Termination

- 8.1 Without prejudice to Clause 1 of these Internet Terms and Conditions, this agreement with me under the terms herein and the Internet Terms and Conditions may be terminated by ECM in its sole and absolute discretion without giving any reason at any time and without giving prior notice to me and without incurring any liability whatsoever. Without prejudice to the generality of the foregoing, ECM shall be entitled (but shall not be obliged) to terminate this agreement based on any grounds or reasons which will justify the termination or closing of any of the Accounts maintained with ECM. For the avoidance of doubt, I may only terminate this agreement by giving prior notice in writing, or any other form of notice prescribed by ECM from time to time to ECM.
- 8.2 For the avoidance of doubt, all my obligations under the terms herein, including my obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination shall survive the termination of this agreement or the deactivation or revocation of the ECM Internet Trading Service until the said obligations are fully performed or settled.

9. Disclosure of Information

- 9.1 I agree that ECM may without incurring any liability whatsoever, divulge or reveal to third parties (including by way of assignment to the Subsidiaries (as hereinafter defined) pursuant to Section G hereof) any information whatsoever regarding me or any of my Accounts maintained with ECM (including, the Accounts) for such purposes as ECM may deem fit, including, without limitation:
- (a) for the purpose of linking any of my Accounts maintained with ECM;
 - (b) where ECM has entered into an agreement with another party, whether in Malaysia or otherwise, to provide any service (including services available via ECM Internet Trading Service). In this case, ECM will provide that party with information about my Accounts, transactions, transfers or payments, and my communications with ECM in order to carry out Instructions;
 - (c) where it is necessary for completing transactions, transfers or payments or otherwise carrying out Instructions;
 - (d) the marketing or promotion of any services or products of ECM;
 - (e) for the purpose of verifying the existence and conditions of an account for a third party, such as a credit bureau, a payee, or any holder of a check issued by me or on my behalf through ECM Internet Trading Service; or
 - (f) for compliance with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- 9.2 For the avoidance of doubt, I agree that ECM shall not be liable for any loss or damage that I may incur as a result of the negligence, act or omission of any third party referred to in Clause 9.1 of these Internet Terms and Conditions.

10. Notification By Client

- 10.1 I shall promptly notify ECM and in any event within twenty four (24) hours:-
- (a) of any failure to receive an appropriate response to an Instruction initiated by me through the ECM Internet Trading Service that an Instruction has been received and/or executed;
 - (b) of any receipt of a confirmation that an Instruction did not place or an inaccurate or conflicting report, account statement or information relating to my Accounts;
 - (c) of any discrepancy between any report, account statement or information produced or made available to me by the ECM Internet Trading Service on any medium (including but not limited to electronic means), and my portfolio or Accounts, or another information source, or any other statement or confirmation of a trade or order;
 - (d) if there is a discrepancy in my Accounts balance, security positions or order status reported to me through the ECM Internet Trading Service;
 - (e) (without prejudice to Clause 1.1 of these Internet Terms and Conditions) if there is any other type of discrepancy or suspicious or unexplained occurrence relating to the access or use of the ECM Internet Trading Service or my Accounts.

11. Investment Information and Intellectual Property

- 11.1 ECM shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the ECM Internet Trading Service.
- 11.2 ECM shall further not be responsible in the event that I am at any time unable to access or use any information, data or other services available on the ECM Internet Trading Service, or if the same is in any manner delayed, suspended, terminated, corrupted or faulty.
- 11.3 I shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit (other than the use as contemplated herein) any of the information, data or other services provided by ECM via the ECM Internet Trading Service in any manner without the prior written consent of ECM, or use the same for any unlawful or unauthorised purposes. I hereby agree to comply with any request by ECM to protect its copyrights, other intellectual property rights or moral rights, whether statutory or otherwise howsoever arising in the information, data or other services provided by ECM.
- 11.4 The trade and service marks of ECM displayed on the ECM website are the sole and exclusive property of ECM and/or other relevant third parties. No right or licence is given for any reproduction or use of any such trade and service marks.

12. No Reliance on Information

- 12.1 The information provided on the ECM Internet Trading Service does not constitute professional advice from ECM nor should it be relied upon as such in relation to any investment decision, trading activities or orders placed by me. I shall, at all times, rely on my own assessment and judgement in respect of any investment decision or proposed transaction. ECM makes no warranty or representation, expressed or implied, as to the information on the ECM Internet Trading Service, or as to its content, accuracy, completeness, timeliness or otherwise. The availability of information on the ECM Internet Trading Service should not be taken in any way as an offer, and inducement to trade, or a solicitation for orders.
- 12.2 I understand that each participating securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) which it furnishes to the parties that disseminate such data. I understand and agree that the Internet Terms and Conditions may be enforced directly against me by the securities exchanges and associations providing market data to me. I also understand that neither any participating securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of such market data or any other market information, or messages disseminated by any party. For the avoidance of doubt, ECM shall not be liable in any way, for any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by or in relation to (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by or in relation to (i) any such inaccuracy, error, delay, or omission, (ii) the non-performance of, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" event (i.e. events beyond the reasonable control of any disseminating party including but not limited to floods, extraordinary weather conditions, earthquakes, or other acts of God, fire, war, acts of terrorism, insurrections, riots, labor disputes, accidents, actions of government, communications, power failures, the malfunction of any equipment or software) or any other cause beyond the reasonable control of any disseminating party.

13. Exclusion of Liability

- 13.1 Without prejudice to the generality of the other clauses in the Internet Terms and Conditions and in addition to the same, ECM shall not be liable to me or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of ECM, its officers, employees, agents or independent contractors): -
- the reliance or use of the information or trading and other services provided through the ECM Internet Trading Service;
 - any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided through the ECM Internet Trading Service;
 - any failure of any computer hardware, application software or other software utilised in relation to the provision of the services on the ECM Internet Trading Service whether of ECM, BMSB, or Bursa Malaysia Depository Sendirian Berhad;
 - any cause over which ECM does not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
 - any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or Instructions given by me through the ECM Internet Trading Service; or
 - any inaccuracy, error, delay in or omission of any information or transmission or delivery thereof.
- 13.2 Both I and ECM agree that notwithstanding any provision of the law to the contrary, no action, regardless of form, arising out of or in connection with the ECM Internet Trading Service or these Internet Terms and Conditions, may be brought by me against ECM more than one (1) year after the cause of action has accrued.

14. Indemnity

- 14.1 I shall indemnify ECM for all and any actions, losses, damages, demands, liability, claims, costs, charges or other expenses which ECM may howsoever incur or be subjected to in relation to the ECM's functions and services provided through and in connection with the ECM Internet Trading Service and including but not limited to in connection with or arising from:
- any unauthorised Instructions or other instructions and data from me or purporting to be from me that might be transmitted through the ECM Internet Trading Service or any Instructions or such other instructions and data being inaccurate, garbled or incomplete;
 - the recovery of or attempt to recover by ECM from me of any monies due to ECM or the enforcement by ECM of the terms herein and/or these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same;
 - any change in any law, regulation or official directive which may have a material adverse effect on ECM, the ECM Internet Trading Service or these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same; and
 - any breach by me of any of my representations, warranties and obligations herein and/or pursuant to these Internet Terms and Conditions or any amendments, additions, modifications, variations whatsoever of the same.

F. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS APPLICATION FORM

In addition to, and not in derogation of, all of the aforesaid terms and conditions contained herein, I further irrevocably and unconditionally agree as follows:

1. Communications

- 1.1 All communication, notices, demand, alerts and other documents required to be given or supplied to me may be given to me by the authorised officers, employees, agents, dealer's representative or solicitor of ECM and all such communication, notices, demand or documents to me may be sent by post, hand delivery, courier, telex, cable or facsimile transmission, telephone, mobile phone, pager, electronic mail or such other manner as ECM may in its sole and absolute discretion deem fit, to my last known address, telex or cable or facsimile number, telephone, mobile phone or pager number or electronic mail address in ECM's records.
- 1.2 I hereby undertake to inform ECM immediately in writing of any change in my address, telex or cable or facsimile number, telephone, mobile phone or pager number or electronic mail address.
- 1.3 All notices, demands, alerts and other communications sent by ECM shall be conclusively deemed to have been received by me on the day following such posting if sent by post, notwithstanding that the same may be returned unclaimed; on the day of delivery if delivered by hand or courier; and at the time and day of despatch by ECM if sent by telex, cable, facsimile transmission or electronic mail, despite any evidence or fact to the contrary and shall be deemed to be effective service for the purpose for which such notice, demand, alert and/or other communication was sent. A written statement by an officer of ECM confirming the posting or despatch of any such notice, demand, alert or other communication from ECM shall be binding and conclusive evidence of this fact against me.
- 1.4 Any notice from me to ECM sent via electronic mail or any other form of communication shall be deemed not to have been received by ECM until it is actually received by a person designated by ECM to receive such electronic mail or communication and unless such electronic mail or communication is in a format readily decipherable by ECM's computer systems.

2. Force Majeure

I hereby acknowledge that ECM shall not be liable for any failure in performing any of its obligations hereunder or any claim in respect of any loss, expense, costs, injury, damages or liabilities which are directly or indirectly caused by or result from or arise from or out of or contributed by such failure to perform, if such non-performance arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control and without limiting the generality thereof, including :-

- Strikes, lockouts, labour disputes or other industrial actions;
- Civil commotion, riot, invasion, war threat or preparation of war, acts of terrorism, insurrections;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster or extraordinary weather conditions, or other acts of God;
- Communications failure, power failures, the malfunction of any equipment or software, the failure of any electronic or mechanical equipment, telephone or other communication systems, lines or devices, public utility systems, unauthorised access or theft;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Political or government or regulatory interference or actions or restrictions; or
- Exchange rulings or suspension of trading.

3. Waiver

Any failure or delay on the part of ECM to insist on my compliance with any of these undertakings, covenants, terms and conditions or any failure or delay or partial exercise on the part of ECM to exercise any of the right, power, authority, discretion or remedy of ECM under the terms herein or any continued course of such conduct by ECM, shall not be construed as and shall not constitute a waiver of any breach or default on my part nor a waiver or relinquishment generally or specifically by ECM of any rights, power, privileges or remedies accruing to ECM.

4. Successors

All of the undertakings, covenants, terms and conditions herein shall be binding on my heirs, successors, executors, administrators and personal representatives.

5. Invalidity Of Any Provisions

If any of the provisions herein or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.

6. Law and Jurisdiction

Trading on my Accounts, all the agreements, covenants and undertakings herein contained and the rights, liabilities and obligations herein (whether during the opening of the Accounts or in the terms and conditions herein) are subject to and shall be governed by and interpreted in accordance with the Rules, Bye-Laws and Regulations of BMSB as amended from time to time and the laws of Malaysia. I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia and I further waive any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum, save that ECM will be at liberty to proceed with any legal action against me in any court in any other jurisdiction.

7. Service of Process

I agree that in any legal action taken by ECM against me, service of any Writ of Summons or other originating process or any other court document ("Court Documents") may be effected on me by leaving the same at the address given by me when opening my Accounts or at my last known address after the opening of my Accounts. Where such address is a postal box number or other mail address, then the service of the Court Documents may be effected by posting the same to such address and I hereby irrevocably confirm that service of such Court Documents in the manner stated above shall be deemed good and sufficient service on me, and I further agree to waive all rights to demand personal service in respect of such Court Documents.

G. TERMS AND CONDITIONS FOR USAGE OF PORTAL

This portal is currently maintained by ECM Libra Investment Bank Berhad as a service to its clients and may be extended to the clients of ECM Libra Financial Group Berhad ("the Group") or any of its subsidiaries ("the Subsidiaries"). By using this portal, I am agreeing to comply with and be bound by the following terms of use:

1. Maintainance of Portal

I agree that this Portal may be assigned to any Subsidiaries of the Group at any time as ECM may deem fit ("the Assignment"), in which event, I shall be deemed to have entered into this Agreement with such Subsidiaries and such Subsidiaries shall be deemed to be a party to this Agreement in place of ECM Libra Investment Bank Berhad from the date of this Agreement. In such an event, all reference to ECM Libra Investment Bank Berhad or ECM hereunder shall be deemed to be a reference to such Subsidiaries.,.

2. Validity and Enforceability

The Assignment shall not in any manner whatsoever invalidate or effect this Agreement and all my confirmations, undertakings, warranties, representations, agreements, liabilities, obligations whatsoever pursuant to this Agreement shall remain intact, valid, legal and enforceable against me.

3. Subsidiaries' Services.

I acknowledge that products and services mentioned in this Portal may be products and services of the Subsidiaries and the trademarks of their respective owners whereby ECM may allow access to or advertise such product or services of the Subsidiaries, from which I may utilise / subscribe certain products or services. I understand that you do not operate or control the products or services offered by the Subsidiaries. The Subsidiaries are responsible for all aspects of order processing, fulfillment and other matters related to the products or the services. However any one of the Subsidiaries may appoint any other Subsidiaries who is duly licensed for the management of my fund in respect of the products and/or the services utilised / subscribed.

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