

The term "ECM", "ECM Libra", "ECM Libra Investment Bank Berhad" and "the Bank" shall be interchangeable and wherever used herein, shall mean ECM Libra Investment Bank Berhad (682-X) and its related corporations (as defined in the Malaysian Companies Act, 1965)

GENERAL TERMS & CONDITIONS OF ACCOUNT OPENING

I/We hereby

1. undertake to abide by the rules, regulations, by-laws, directives of the exchanges or other relevant authority and any subsequent new rules and/or regulations, amendments or revisions that may be brought into force from time to time;
2. declare that the information given herein is true and correct and that I/we have not withheld any material fact or information from you. I/We authorise you to verify, in any manner with any third party, the information furnished herein or from time to time as you deem fit and I/we further undertake to furnish you with such further additional information as you require at any time or from time to time; I/We also authorise you to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on me/us or any other person, individual and/or entity as you may deem fit, for any purposes which you deem fit;
3. agree that you may have the absolute discretion to close my/our account without giving any reasons and that you may impose such other terms and conditions upon approval and from time to time, if deem necessary;
4. undertake to pay you promptly the outstanding debit balance of my/our account and pay all relevant fees and charges including legal fees incurred by you on a solicitor and client basis in the enforcement of any of my/our obligations and liabilities;
5. agree that you shall not be liable for any losses, damages, claims, liabilities, actions, costs, expenses, proceedings and/or any other adverse consequences as a result of any act of God, act of public enemy, war, insurgency riot, labour disputes, strike, power failure or any disturbances arising out of matters beyond your control;
6. agree that I/we shall not hold you or any of your officers, employees or agents responsible or liable for whatever losses, damages, claims, liabilities, actions, costs, expenses, proceedings and/or any other adverse consequences incurred, suffered or arising as a result of the acts representation and/or omission of the said representative in carrying out his/her duties in connection with this account;
7. agree that all orders made through the telephone shall be deemed to be confirmation and binding on me/us without the requirement to furnish any proof on your part and that you operate my/our account in accordance with my/our oral or written instructions that are believed to be genuine and to have been given by such one or more person(s) as notified by me/us from time to time in writing and you shall not be made responsible or liable for any losses, damages, claims, liabilities, actions, costs, expenses, proceedings and/or any other adverse consequences that may result from unauthorised instructions;
8. agree that you shall have the right at any time to refuse or limit my/our orders;
9. declare that I/we am/are not a bankrupt / wound up / in liquidation / dissolution (whichever applicable) as at the date hereof and not a defaulter on the Bursa Malaysia Securities Berhad list;
10. authorise you to set off any cash deposited to sell or dispose off the whole or part of the stocks/shares/securities pledged by me/us as security at any time without notice to me/us and utilise the proceeds to offset and discharge all my/our liabilities and obligations with you;
11. acknowledge that you may at your own discretion impose additional terms and conditions on the pledged stocks/shares/securities;
12. declare and agree that all communication, notice, demand or other document required to be given to me/us, shall be deemed to be served for all purposes if left by hand or sent by facsimile, courier services or postal services at my/our address as stated in the application form or the last known address;
13. agree that the failure or delay by you to insist on compliance with any of these undertakings, terms and conditions or any continued course of such conduct by you shall not be construed or constituted as a waiver or relinquishment generally or specifically by you of any rights, powers, privileges or remedies accruing to you;
14. declare that if any undertakings, terms and conditions herein contained, shall be held to be invalid, unenforceable, illegal or otherwise the invalidity, unenforceability or illegality shall not affect or impair the remaining terms and conditions herein;
15. acknowledge that all provisions of this agreement shall be binding upon all my/our heirs, executors, administrators, personal representatives, successors, receivers, trustees in bankruptcy and assignments;
16. declare that all the agreements and undertakings herein obtained and the rights and obligations there from shall be governed by and construed in all respects accordance with the law of Malaysia and agree to submit to jurisdiction of the court of Malaysia; and
17. undertake to confirm accuracy of my/our details in your client's database within 15 days of receipt of your notification of account opened.
18. undertake that all corporate powers, authority or consents in respect of or in connection with the execution and delivery of this Application Form and performance of the terms and conditions herein have been obtained and remain in full force and effect and that the signatories below have been duly authorised by us to sign and execute this Application Form for and on behalf of our company;
19. undertake that we are not insolvent and no winding up proceedings has been commenced against us and no petition has been presented or an order made or resolution passed for our winding up or dissolution;
20. undertake that we are not under receivership and no receiver, receiver and manager, trustee or similar officer is appointed in respect of all or any part of our assets, business or revenues;
21. agree that where the context require, ECM / ECM Libra shall mean any of ECM Libra Investment Bank Berhad's related companies (as defined under the Companies Act, 1965)

In addition to all of the aforesaid terms and conditions contained herein, I/we further agree as follows:

1. Communications

- 1.1 All communications, notices, demands, alerts and other documents required to be given or supplied to me/us may be given to me/us or my/our dealer's representative by the authorised officers, dealer's representative or solicitor of ECM and all such communications, notices, demands or documents to me/us 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/our last known address, telex or cable or facsimile number, telephone, mobile phone or pager number or elec address in ECM's records;
- 1.2 I/We hereby undertake to inform ECM immediately in writing of any change in my/our address, telex or cable or facsimile number, telephone, mobile phone or pager number or electronic mail address;
- 1.3 All notices, alerts and other communications sent by ECM shall be conclusively deemed to have been received by me/us on the day following such posting if sent by post, 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, communication and/or other instrument was sent. A written statement by an officer of ECM confirming the posting or despatch of any such notice, alert or other communication from ECM shall be binding and conclusive evidence of this fact against me/us; and
- 1.4 Subject as otherwise provided for by these Terms and Conditions, no communication from me/us to ECM may be effected by electronic mail or any other electronic media without the prior written consent of ECM. In any event, such electronic 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 communication and unless such communication is in a format readily decipherable by ECM's computer systems.

2. Force Majeure

I/We hereby acknowledge that ECM shall not be liable for any failures in performing any of its obligations hereunder or any claims in respect of any losses, expenses, costs injuries, damages or liabilities which are directly or indirectly caused by or results from or arises 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, extraordinary weather conditions or other acts of God;
- Communications failures, power failures, the malfunction of any equipments or software, the failure of any electronic or mechanical equipments, telephones 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 failures or delays on the part of ECM to insist on our compliance with any of these undertakings, covenants, terms and conditions or any failure or delay 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 our 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/our 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/our Account(s), all the agreements, covenants and undertakings herein contained and the rights, liabilities and obligations herein (whether during the opening of the Account(s) or in the terms and conditions herein) are subject to and shall be governed by and interpreted in accordance with the Rules, By-Laws and Regulations of Bursa Malaysia Securities Berhad ("BMSB") as amended from time to time and the laws of Malaysia. I/We hereby irrevocably submit to the nonexclusive jurisdiction of the courts of Malaysia and I/we 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 actions against me/us in any courts in any other jurisdiction.

7. Service of Process

I/We agree that in any legal action taken by ECM against me/us, service of any Writ of Summons or other originating process or any other court documents (the Court Documents) may be effected on me/us by leaving the same at the address given by me/us when opening our Account(s) or at my/our last known address after the opening of my/our Account(s) or at my/our registered address. 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/we hereby irrevocably confirm that service of such Court Documents in the manner stated above shall be deemed good and sufficiently service on me/us, and I/we further agree to waive all rights to demand personal service in respect of such Court Documents

8. Insurance

All deposits placed with ECM are not insured under the Malaysian Deposit Insurance System ("MDIS").

A1. TERMS AND CONDITIONS OF TRADING -EQUITIES

I/We, hereby irrevocably and unconditionally:

- 1.request that ECM Libra Investment Bank Berhad ("ECM") open, in my/our name, the trading, collateralised, discretionary financing, margin, ecmmoney.com as we as we have indicated and applied for above, 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 all of the trading, collateralised, discretionary financing, margin, ecmmoney.com account(s) as we have indicated and applied for above together with each of the corresponding Central Depository System ("CDS") accounts indicated above 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/our 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/our Accounts and/or to vary, modify, substitute whatsoever the existing terms and conditions as stated herein as ECM may deem fit and I/we 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/our 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/we have good title to such shares, stocks or other securities that I/we 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/us, or on my/our behalf, together with any transaction costs payable by myself/ourselves 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/us, or on my/our behalf, and to ensure that, in respect of shares, stocks or other securities which ECM has sold on my/our behalf, I/we have the respective free securities, (i.e., I am / we are 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/our 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/our Accounts or on my/our behalf for which I/we 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/our Accounts, including, without limitation, all cash, shares, stocks or other securities held in any manner ECM deems fit;
- 10.authorise ECM to debit my/our 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/us; authorise ECM to transfer to ECM any funds, shares, stocks, securities, commodities or other properties from any Accounts maintained by me/us with ECM to reduce or pay in full any debit balances in my/our Accounts;
11. authorise and agree that ECM may place my/our 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/us to ECM in the event that I/we fail to fully settle and pay all amounts owing within any period stipulated by ECM;
12. authorise ECM in its absolute discretion to carry out such selling-out or buying-in of shares, stocks or other securities to clear my/our Accounts position with ECM and to utilise any contra profit/gain or proceeds from any sales or monies due to me/us to set-off and repay all or any of the monies and my/our liabilities due and owing by me/us to ECM;
13. undertake to settle and repay immediately to ECM all sums of money howsoever owing under my/our Accounts as and when the same is due;
14. 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/our Accounts arising from any delay in settlement on my/our part;
15. undertake to pay all fees, service charges, commissions and other charges arising from or in connection with all transactions relating to my/our Accounts including legal fees incurred by ECM on a solicitor and client basis in the enforcement of any of my/our obligations and liabilities;
16. agree that all of my/our transactions in shares, stocks and other securities through my/our Accounts will be evidenced by contract statements/notes issued by ECM to me/us or published by ECM on ECM's website and any errors must be brought to the attention of ECM within 24 hours of my/our 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;

17. 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/us 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;
18. 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/us or limit any of the purchases or sales ordered by me/us;
19. agree that ECM shall have the right at any time in its absolute discretion to suspend or close my/our Accounts without giving any reasons whatsoever;
20. undertake to inform ECM in writing of any change in my/our personal particulars as specified above;
21. authorise ECM or its officer, employee or agent to act on my/our behalf:-
 - (a) to collect any cheques and monies due and payable to me/us (if applicable);
 - (b) to make payment for securities purchased by me/us (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/our Accounts; and
 - (e) to perform or carry out balance inquiry of the cash, shares, stocks or other securities in my/our Accounts;
22. indemnify ECM, and keep ECM indemnified, in full and at all times against all losses, liabilities, damages, claims, interests, 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/our behalf; (ii) any "buying-in" or "selling-out" transactions and other transactions executed by ECM on my/our behalf; (iii) any default on my/our part in the settlement and repayment of any to comply with any of my/our obligations, covenants and undertakings; (iv) any of my/our representations or (v) ECM commencing legal action to enforce any of my/our obligations and/or warranties being or becoming untrue, misleading or incorrect in any respect, liabilities, breach or default; and/or (vi) any legal actions, claims or proceedings instituted against ECM in respect of my/our Accounts, my/our trading activities or any other reasons attributable to me/us;
23. in addition and without prejudice to any other provisions herein, I/we hereby irrevocably and unconditionally agree to mortgage, assign, charge and/or pledge in favour all the shares, stocks or other securities or cash, held at any time or from time to time in my/our Accounts which has already been fully paid ("Securities") . In addition and not in derogation of the above, I/we agree that I/we 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/our trading activities and monies, obligations and liabilities due and owing to ECM at any time and from time to time, and I/we 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/We 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/us, including but not limited to, any money now and hereafter due under my/our Nominee Account and/or my/our Direct Account and/or my/us 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/us 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/us, I/we irrevocably and unconditionally, agree, consent, direct and authorise ECM to sell, dispose, transfer, charge, assign or otherwise deal with, otherwise without notice to me/us, 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, 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/us to ECM under all of my/our Accounts with ECM or otherwise due to ECM for any reason whatsoever (including monies due and owing by me/us to ECM in respect of my/our other dealings and transactions with or through ECM) and (2) all monies due and owing by me/us to ECM Libra Investment Bank Berhad or any of its subsidiaries ("ECM Group") , in which event I/we shall have no recourse against ECM or Nominee in respect of any loss I/we may suffer arising out of or in relation to or connected with such sale or this agreement. I/We further undertake to pay ECM forthwith any shortfall or balance due and owing in or under all of my/our 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 event that the proceeds from the liabilities, damages, 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, interest, costs, expenses charges and/or any other adverse consequences sustained or incurred by ECM in connection with my/our Accounts or my/our trading activities. Without prejudice and in addition to the above, I/we 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/our 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/we 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.
24. agree and acknowledge that ECM, its officer, employee or agent shall not be responsible or liable for any losses or damages, direct or indirect, incurred by me or which I/we 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 losses or depreciation in value of any of the Securities arising from the said sale, disposal, transfer or dealing; and
25. agree that we shall not hold ECM or any of its officer, employee, agent or dealer's representative responsible or liable for whatever losses which we may incur or have incurred as a result of the acts, representations and/or omissions of the officer, employee, agent or dealer's representative in carrying out his/her duties in connection with our Accounts;
26. 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/our Accounts in order to perfect or give effect to the terms and conditions herein.
27. represent and warrant that we are duly incorporated under the laws of Malaysia or the country of our incorporation and have the power and corporate authority to open and operate the Accounts with ECM and the execution and delivery of this application form and performance of the terms and conditions herein constitute valid and binding obligations on us and are enforceable against us in accordance with its terms.

A2. CONTRA GUIDELINES

Settlement by Client by way of "contra" for setting-off outstanding purchase positions against outstanding sale positions of the same securities done on Ready Basis Contracts (as defined in the Business Rules of Bursa Malaysia Securities Berhad ("BMSB")) may be allowed at the discretion of ECM Libra Investment Bank Berhad ("ECM"), subject to the following terms and conditions:-

- (a) Settlement by way of contra is not allowed for securities which have been pronounced by BMSB as "Designated Securities" (as defined in the Business Rules of BMSB) or for contracts done on an Immediate Basis (as defined in the Business Rules of BMSB).
- (b) Any sales made up to the due date for the outstanding purchases as prescribed by BMSB will be automatically set-off by way of contra on a first-in first-out basis (the due date for the purchase contract is at 12.30 p.m. on the 3rd market day from the date of purchase).
- (c) Purchase positions on Ready Basis Contracts that remain unsettled after the due date as prescribed by BMSB (12.30 p.m. on the 3rd market day from the date of purchase) will be closed off and force-sold on the next market day (4th market day from the date of purchase).
- (d) All contra gains due to the Client will be set-off against the Client's outstanding balance, including contra losses and interest accrued thereon. Any resulting contra gain will be paid within the period prescribed by BMSB (not later than 5 market days from the date of contra).
- (e) All losses arising from contra must be settled within the period prescribed by BMSB (not later than 5 market days from the date of contra). Thereafter, interest at the prevailing rate will be charged.
- (f) ECM may impose a contra service fee on clients at a rate to be determined by ECM from time to time for permitting settlement by way of contra. This is computed based on the value of the purchase contract settled by contra.

A3. 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:-
 - (a) 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;
 - (b) in order to realise 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;
 - (c) under certain conditions, it may become difficult to sell the call warrants;
 - (d) 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;
 - (e) placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such order; and
 - (f) 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.

A4. ADDITIONAL TERMS AND CONDITIONS OF COLLATERALISED TRADING ACCOUNT AND DISCRETIONARY FINANCING ACCOUNT

In addition to, and not in derogation of, the terms and conditions set out above I/We hereby agree to the following in respect of my/our collateralised trading account and/or discretionary financing account:

1. I/We hereby agree to mortgage, assign, charge and/or pledge in ECM's favour all the shares, stocks or other securities or cash, held from time to time, in any of my/our Accounts which have been fully paid, including, without limitation, in my/our custody account, our/my CDS account and the CDS account in the name Nominees (Tempatan) Sdn Bhd or ECML Nominees (Asing) Sdn Bhd held in my/our favour. In addition and not in derogation of the above, I/we agree that I/we shall deposit with ECM in the Accounts and/or mortgage, assign, charge, pledge in favour of ECM such shares, stocks or other securities or cash, by and acceptable to ECM as collateral to secure all of our trading activities and monies, obligations and liabilities due and owing to ECM at any time and from time to time and I/we shall, at the request of ECM at any time and from time to time, substitute such shares, stocks or other securities with those acceptable to ECM at its absolute discretion. "Deposited Securities" means all such shares, stocks or other securities or cash as may be required mortgaged, assigned, charged and/or pledged in ECM's favour and/or deposited and/or held in my/our Accounts and where the context permits or requires, any one or more of them;
2. I/We confirm that I/we are the legal and beneficial owner of the Deposited Securities and that I/we are entitled to mortgage, assign and/or pledge the Deposited Securities in favour of ECM;
3. The Deposited Securities will be a continuing security to ECM for the general balance of my/our debts to ECM, which include but is not limited to any monies now and hereafter due under my/our collateralised trading account and/or discretionary financing account;
4. I/We hereby undertake to settle and repay to ECM all sums of money due on contra-losses in respect of any one share, stock or other security on or prior to the date falling fourteen (14) days from the relevant transaction date (T+14);
5. In the event that any debt, including, without limitation, the contra losses referred to in paragraph 4 above, remains outstanding and due and owing from me/us 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/us, ECM shall be irrevocably and unconditionally authorized, without giving me/us any notice to, sell, transfer, charge, assign or otherwise deal with, in any manner and at any time ECM deems fit in its absolute discretion, all or any of the Deposited Securities whether pledged to ECM or otherwise and utilise the proceeds thereof or other monies held by ECM to settle such debts due and owing from me/us, in which event I/we shall have no recourse against ECM or its nominee in respect of any loss that I/we may suffer arising out of or in relation to or connected with such sale or this agreement. Without prejudice and in addition to the above, I/we hereby appoint ECM or any of its attorneys, officers and servants as ECM shall from time to time at its absolute discretion nominate, and in my/our name or in the name of ECM or any of its attorneys, officers and servants, as the case may be, to deal with the Deposited Securities in any manner whatsoever and to do all other things as fully and effectively as I/we could do in connection therewith and in particular but without prejudice to the generality of the foregoing to transfer assign charge or sell the Deposited Securities or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer assignment charge or sale;
6. At ECM's discretion, the Deposited Securities may be registered by ECM in its name or in the name of its nominee. If any of the Deposited Securities are held in my/our CDS account, ECM shall be empowered in accordance with Section 40 of the Securities Industry (Central Depositories) Act 1991, to request the Central Depository to transfer the Deposited Securities into its securities account or its nominee's securities' account. Notwithstanding the aforesaid, neither ECM nor its nominee shall be answerable or responsible for any diminution in value of any of the Deposited Securities, however arising, while the same are in the custody, possession or control, of ECM or its nominee. Further, while the Deposited Securities are in the custody, possession or control, of ECM or its nominee, neither ECM nor its nominee shall be responsible to ensure that any rights issue, bonus or dividends declared in respect of the Deposited Securities are taken up, received or collected by ECM or its nominee;
7. I/We enclose herewith such duly executed transfer or assignments as are necessary to enable the effectual transfer of the Deposited Securities. The names of the transferee, the date of transfer and the consideration are left in blank and I/we authorise ECM to fill in the aforementioned details in the transfer forms. In the event that further documents are necessary to effectively transfer the Deposited Securities, I/we shall immediately upon ECM's demand execute such documents;
8. I/We hereby irrevocably authorise ECM to make enquiries and/or to request and to receive ad-hoc Statement of Account of our CDS Account as aforesaid maintained with ECM as an Authorised Depository Agent, as and when ECM shall see fit and/or deemed necessary by ECM in its absolute discretion without the need to seek my/our consent. I/We hereby further agree that ECM shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising and I/we hereby undertake to indemnify ECM for any losses of any kind and any nature which are incurred or suffered by ECM in respect thereof in connection with or as a result of its exercise of its right under this paragraph 8;
9. I/We hereby acknowledge that ECM will not be liable for any loss or damage of the stocks and shares deposited under the Accounts;
10. I/We hereby agree and acknowledge that ECM shall have the absolute discretion by notice in writing to me/us, at any time and from time to time, to specify, determine and/or modify our trading limit based on the amount of the Deposited Securities which I/we have deposited or pledged with ECM without giving any reasons whatsoever;
11. I/We hereby agree that ECM shall have the right at any time in its absolute discretion to suspend, revoke, withdraw or discontinue our collateralised trading account and/or discretionary financing account without giving any reasons whatsoever; and
12. I/We hereby authorise ECM to disclose our available balance of shares in our Accounts to our dealer's representative and agree that ECM will not be liable for any claims, actions and proceedings and losses of whatsoever nature which may be incurred as a result of this authorisation.

A5. ADDITIONAL TERMS AND CONDITIONS OF MARGIN ACCOUNT AND DISCRETIONARY FINANCING ACCOUNT

In addition to, and not in derogation of, the terms and conditions set out herein I/we hereby agree to the following in respect of my/our margin account and/or discretionary financing account:

1. I/We shall execute the letter of offer and/or facility agreement and all other documents in connection with my/our margin account and/or discretionary financing account in such form and upon such terms and conditions contained herein as may be required by and acceptable to ECM; and
2. I/We hereby agree that the terms and conditions contained in the letter of offer and facility agreement shall be in addition to and are not in derogation of the terms and conditions in this Application Form and in the event of any inconsistency between the terms and conditions of the letter of offer and/or the facility agreement and this Application Form, the terms and conditions of the letter of offer and/or the facility agreement shall prevail.

A6. ADDITIONAL TERMS AND CONDITIONS OF PREPAID ACCOUNT

In addition to and not in derogation of, the terms and conditions set out herein, I/we hereby agree to the following in respect of my/our prepaid account held with ECM ("Prepaid Account"):

1. I/We hereby agree that all monies which have been deposited into the Prepaid Account shall be dealt with in accordance with the terms and conditions herein. For the avoidance of any doubt, ECM shall credit the Prepaid Account and give value to the payment or deposit made by myself/ourselves only after (1) any amount paid or deposited by ourselves in cash has been sighted and accepted by ECM; and (2) any cheque delivered by myself/ourselves to ECM has cleared. "Available Funds" shall mean the net available sum of monies remaining in the Prepaid Account on any relevant day as may be calculated or determined by ECM;
2. As and when any of my/our purchase orders for shares, stocks or other securities have been executed by ECM on my/our 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 ourselves 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 utilise the Earmarked Amount to settle the said purchase price and transaction costs payable by me/us in connection with the said purchase. I/We further agree and acknowledge that I/we 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/our behalf by ECM;
3. I/We hereby authorise ECM to credit all proceeds due to us upon the execution of any sale order for all or any of my/our shares, stocks or securities at any time, into the Prepaid Account and thereafter, I/we 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 the Prepaid Account;
4. I/We 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 Prepaid Account at the end of the 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/us to be entitled to interest payments on the Available Funds;
5. I/ We shall be entitled to withdraw all or any part of the Available Funds from time to time by giving a written request 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. Upon my/our submission of the said written request for withdrawal, I/we 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/we hereby irrevocably and unconditionally, agree, consent, direct and authorise ECM to utilise 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/us to ECM under all of my/our Accounts with ECM or otherwise due to ECM for any reason whatsoever (including monies due and owing by me/us to ECM in respect of my/our other dealings and transactions with or through ECM) and (2) all monies due and owing by me/us to any of the companies within the ECM Group. I/We further undertake to pay ECM forthwith any due and owing in or under all of my/our 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/us to ECM and the ECM Group and indemnify ECM for all losses, shortfalls or liabilities, damages, interest, costs, expenses and charges sustained or incurred by ECM in connection with my/our Accounts or my/our trading activities;
7. I/We hereby agree that ECM shall be entitled to determine and calculate the available limit for my/our trades in securities in the manner determined by ECM in its absolute discretion. Without prejudice to the foregoing, I/we agree and acknowledge that all Earmarked Amounts shall be deducted from the Available Funds when calculating our available limit for my/our trades in securities; and
8. In the event any of my/our 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/ourselves 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/our trading limit, I/we 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/us the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and I/we shall be liable to pay brokerage to ECM at the said rate in respect of that purchase order.

A7. ADDITIONAL TERMS AND CONDITIONS GOVERNING THE TRUST FOR CASH UPFRONT ACCOUNT

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

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

1. that all monies which have been deposited into my/our Trust Account shall be dealt with in accordance with the terms and conditions herein. For the avoidance of any doubts, ECM shall credit my/our Trust Account and give value to the payment or deposit made by myself/ourselves after (1) I/we 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/our Trust Account based on the details provided; and (2) any cheque delivered by myself/ourselves 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/our purchase orders for shares, stocks or other securities have been executed by ECM on my/our 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/ourselves 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 utilise the Earmarked Amount to settle the said costs payable by myself/ourselves in connection with the said purchase. I/We further agree and acknowledge that I/we 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/our behalf by ECM.
3. hereby authorise ECM to credit all proceeds due to me/us on the settlement of any sale order for all or any of my/our shares, stocks or securities at any time, into my/our Trust Account and thereafter, I/we 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/our Trust Account.
4. I/we 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/us to be entitled to interest payments on the Available Funds.
5. For each withdrawal, I/we 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/we further agree that I/we 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/We 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/our submission of the said written request or notice for withdrawal, I/we 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/we hereby irrevocably and unconditionally, agree, consent, direct and authorise ECM to utilise 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/us to ECM under all of my/our Accounts with ECM or otherwise due to ECM for any reason whatsoever (including monies due and owing by me/us to ECM in respect of my/our other dealings and transactions with or through ECM) and (2) all monies due and owing by me/us to any of the companies within the ECM Group. I/We further undertake to pay ECM forthwith any shortfalls or balances due and owing in or under all of my/our 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/us 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/our Accounts or my/our trading activities.

7. I/We hereby agree that ECM shall be entitled to determine and calculate the available limit for my/our trades in securities in the manner determined by ECM in its absolute discretion. Without prejudice to the foregoing, I/we agree and acknowledge that all Earmarked Amounts shall be deducted from the Available Funds when calculating my/our available limit for my/our trades in securities.

8. In the event any of my/our 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/ourselves 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/our trading limit, I/we 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/us the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and I/we shall be liable to pay brokerage to ECM at the said rate in respect of that purchase order.

A8. ADDITIONAL TERMS AND CONDITIONS GOVERNING THE NOMINEE ACCOUNT

1. In addition to, and not in derogation of, the terms and conditions set out herein, I/we hereby irrevocably and unconditionally agree to the following in respect of the Nominee Account :

- (1). All shares, stocks or other securities in my/our Accounts shall be registered in the Nominee's name, and held in my/our favour.
- (2). The Nominee shall hold, dispose of or otherwise deal with the said securities on my/our 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/our securities that are deposited with the Nominee shall be in the required or regular form and in good delivery order. I/We confirm and undertake with ECM and the Nominee that the securities deposited by me/us with the Nominee are genuine and that I am /we are the lawful and beneficial owner of the securities.
- (4). The Nominee shall not be bound to return the identical securities deposited by me/us and I/we will accept securities of the same class or denomination in place of the securities deposited with the Nominee.

2. In addition and without prejudice to any other provisions herein, I/we 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/our request; and (3) to comply with the provisions of any laws or regulations now or hereafter in force which purport to impose on the holder of any securities a duty to take or refrain from taking any actions in connection with any of the securities or payments or distributions or monies payable in respect of any of the securities.

3. The Nominee shall not be under any duties or responsibilities to take any actions or otherwise but shall not be precluded from so doing in its absolute discretion without reference or notice to me/us with regards to attendance at meetings or voting in respect of any of the securities or as regards to any subscriptions, conversions or other rights in respect thereof or as regards any mergers, consolidations, reorganisations, receiverships, bankruptcy or insolvency proceedings, compromises or arrangements or the deposit of any of the securities in connection therewith or otherwise, nor shall the Nominee be under any duties to investigate or participate therein or take any affirmative action in connection therewith except upon receipt of any written instructions from me/us 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/us upon receiving notices relating to rights, dividend, interest and any other payment entitlements arising from my securities in order to permit me/us to take timely action with respect thereto.

4. I/We 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/We agree and authorize ECM and/or the Nominee to deduct such fees from my/our Trust Account. In the event that there are insufficient funds for any reasons whatsoever, the Nominee shall be authorised to (without further reference to me/us 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/our Accounts, and to sell all or any of my/our 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 sales 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/us and I/we shall upon such demand pay to the Nominee such amount as shall be sufficient to settle the deficit.

5. The Nominee may, with my/our prior consent, deposit my/our securities with other depositories. In any such cases, 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.

6. I/We 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 thereof.

7. The Nominee may at my/our 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 actions taken or omitted to be taken pursuant thereto.

8. The Nominee's services will terminate upon the termination of this agreement pursuant to Clause 8.1 of Section A11 below.

9. Upon the termination of the Nominee's services, all fees and charges due and payable to the Nominee shall be deducted from my/our Trust Account or if there are insufficient funds, the shortfall shall be paid by me/us, and upon due settlement thereof, the Nominee shall deliver to me/us all the securities held in my/our favor.

Thereafter I/we shall not hold the Nominee responsible for any further liabilities including for collecting any dividend, bonus or other rights which may arise

10. Save and except for any members of the ECM Group, the Nominee will not disclose to any third parties 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/us.

11. The securities are deposited with the Nominee at my/our own risk and on the understanding that the Nominee shall not be liable for any losses and damages 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.

12. The Nominee shall not be liable for any losses, delays or damages due to any causes 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.

13. There shall be no recognition of any trusts or equities in respect of the securities or any part thereof.

A9. ADDITIONAL TERMS AND CONDITIONS GOVERNING THE DIRECT ACCOUNT

In addition to, and not in derogation of, the terms and conditions set out herein, I/we hereby irrevocably and unconditionally agree to the following in respect of the Direct Account :

Notwithstanding that all shares, stocks or other securities in my/our Accounts are registered in my/our name, I/we 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 reasons whatsoever by reason of prescribing such manner of disposal of or dealing with the said securities should I/we suffer or incur any losses, liabilities, damages, claims, interests, charges, expenses, costs and/or any other adverse consequences resulting from such prescription by ECM.

A10. TERMS AND CONDITIONS OF USAGE OF PORTAL

The online trading 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, you agree to comply with and be bound by the following terms of use:

1. Maintainance of Portal

You agree that the Portal may be assigned to any Subsidiaries of the Group at any time as ECM may deem fit ("the Assignment"), in which event, you 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 your confirmations, undertakings, warranties, representations, agreements, liabilities, obligations whatsoever pursuant to this Agreement shall remain intact, valid, legal and enforceable against you.

3. Subsidiaries' Services.

You acknowledge that products and services mentioned in the 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 you may utilise / subscribe certain products or services. You understand that ECM does 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 your fund in respect of the products and/or the services utilised / subscribed.

A11. TERMS AND CONDITIONS OF 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") (These Internet Terms and Conditions shall not be applicable to online trading in Futures

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). I 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 safe keep and preserve the secrecy of my User ID, ID and/or Password and, failing which, shall indemnify ECM from and against any losses, costs

(including legal costs on a full indemnity basis), expenses, damages 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 losses, costs, expenses or damages 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 reasons whatsoever and in any manner as it may deem fit without giving any prior notices thereof to me and without being liable for any losses, costs, expenses or damages whatsoever resulting there from

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 there from. 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 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 recognise 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. 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.

2.2 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.

2.3 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 pursuant to 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, 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 interests 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 interests 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 interests in connection with the ECM Internet Trading Service

5.4 All fees, costs, charges, expenses and interests 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 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 pursuant to Section A10 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 losses, damages, claims, costs, expenses, liabilities, demands, proceedings or any other adverse consequences that I may incur as a result of the negligence, act or omission, fraud, mistake, error, default, misconduct of and/or any other reasons due to or attributable to, 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, expenses and other adverse consequences 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 control of any disseminating party including but not limited to floods, extraordinary weather conditions, earthquakes, 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 control of any disseminating party.

13. Exclusion of Liability

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, expenses or other adverse consequences 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): -

- (a) the reliance or use of the information or trading and other services provided through the ECM Internet Trading Service;
- (b) 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;
- (c) 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;

- (d) any cause over which ECM does not have any 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, ID and/or User ID);
- (e) any direct, indirect, consequential or incidental losses, damages, claims, costs, expenses, liabilities, demands, proceedings or any other adverse consequences of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect, fraud, mistake, error, default, misconduct, act or mission to carry out or execute any orders or Instructions given by me through the ECM Internet Trading Service; or
- (f) 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:

- (a) 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;
- (b) 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;
- (c) 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
- (d) 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.

B1. ADDITIONAL TERMS AND CONDITIONS OF AUTHORISATION TO TRANSFER FUNDS-FUTURES & OPTIONS

I/We hereby authorise ECM at any time and from time to time during the existence of this Agreement without prior notice to me/us, to transfer from or to (as the case may be, at ECM's discretion) any of my/our other accounts held with ECM or its related corporations (as defined in the Companies Act, 1965) any of the money, securities or other property of mine (where held alone or jointly with others) as you may deem to be reasonably required for margin in any of my/our accounts or to reduce or satisfy in full any of my/our indebtedness to you in such accounts, provided that ECM shall within a reasonable time after making any such transfer send a written confirmation thereof to me/us.

B2. ADDITIONAL TERMS AND CONDITIONS OF RISK DISCLOSURE STATEMENT-FUTURES & OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in futures contracts. In light of the risks, you should undertake such transactions only if you understand the nature of the futures contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures contracts is not suitable for many members of the public. You should carefully consider whether trading in futures is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

RISKS ASSOCIATED WITH FUTURES CONTRACTS

1. Effect of "Leverage" or "Gearing"

Transactions in futures contracts carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transaction are "leveraged" or "geared". A relatively small market movement will have proportionately larger impact on the funds you have deposited or will have to deposit – this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the Futures Broker to maintain your position. If the market moves against your position or margin levels are increased you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss" orders, where permitted under the business rules of an exchange company) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

3. Terms and Conditions of Contracts

You should ask the Futures Broker with which you deal about the terms and conditions of the specific futures contracts which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying instrument of a futures contract and, in respect of futures contracts that are eligible exchange-traded options or futures options ("options"), expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the Exchange or clearing house to reflect changes in the underlying instrument or state of affairs that is the subject of the futures contract.

4. Suspension or Restriction of Trading and Pricing Relationship

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying that is the subject of a futures contract and the futures contract, may not exist. This can occur when, for example, the absence of an underlying reference price may make it difficult to judge "fair" value.

5. Deposited Cash

You should familiarise yourself with the protections accorded to money you deposit, particularly in the event of a Futures Broker's insolvency or bankruptcy. The extent to which you may recover your money may be governed by specific legislation.

6. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

7. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

8. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of traders. As with all facilities and system, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or Futures Brokers. Such limits may vary – you should ask the Futures Broker with which you deal for details in this respect.

9. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

B3. ADDITIONAL TERMS AND CONDITIONS OF RISKS ASSOCIATED WITH OPTIONS-FUTURES & OPTIONS

10. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs. The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying instrument. If the option is on a futures contract, the purchaser will acquire a long position or short position (as the case may be) in relation to the futures contract, with associated liabilities for margin. If the purchased options expire worthless, you will suffer a total loss of your investment (which is the option premium) in addition to incurring transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by a seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying instrument. If the option is on a futures contract, the seller will acquire a position in the futures contract with associated liabilities for margin. If the option is "covered" for example by the seller assuming a corresponding long position in the underlying that is the subject of the option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

B4. TERMS AND CONDITIONS OF INTERNET TRADING -FUTURES & OPTIONS

1. Security Code(s)

1.1 The Customer may request to conduct Futures and/or Options Trading via online electronic services (hereinafter referred to as "Electronic Services") to be provided by ECM Libra Investment Bank Berhad (hereinafter referred to as "ECM Libra") through Bursa Malaysia Derivatives Berhad's (hereinafter referred to as "BMDB") approved derivatives order management system services, (inclusive of the internet access facility) (hereinafter referred to as "OMS Services")

1.2 ECM Libra may, upon the Customer's request for the use of the Electronic Services (under any of the circumstances set out in paragraphs 1.3(a) and 1.3(b) below), give the Customer a user identification code for security purpose to enable the Customer access and/or use the Electronic Services (hereinafter referred to as "Security Code(s)").

1.3 The Customer acknowledges and agrees that where:-

(a) the Customer has requested, on the date of the Futures & Options Application Form, to be given access to and use of the Electronic Services; or
(b) subsequent to the date of the Futures & Options Application Form, the Customer has requested in the manner prescribed by ECM Libra to be given access to and/or use of the Electronic Services; or

(c) it has been given Security Code(s) by ECM Libra, and such Security Code(s) are and shall remain valid and are not otherwise invalidated, cancelled or suspended by ECM Libra, the Customer shall comply with the terms and conditions herein which shall apply in addition to all other terms and conditions in the ECM Libra's Futures & Options Application Form and Futures & Options Client Agreement and/or any other agreements executed by the Customer in respect of the Futures and Options Trading.

1.4 The Customer may access and/or use the Electronic Services only if the Security Code(s) are and shall remain valid. The Customer further acknowledges and agrees that the use of the Security Code(s) is specific to the OMS Services and may only be used in respect of the OMS Services.

1.5 In order to maintain a high level of security, the Customer agrees that ECM Libra may, in its sole and absolute discretion, at any time without notice and without assigning any reason therefore, forthwith invalidate and/or suspend or cancel the Customer's Security Code(s) and shall not be liable or responsible to the Customer for any loss or adverse consequences suffered by the Customer or arising out of or in connection with or by reason of such invalidation, suspension or cancellation.

1.6 The Customer is responsible for the confidentiality and use of its Security Code(s). If the Customer becomes aware of any loss, theft or unauthorised use of its Security Code(s), the Customer must notify ECM Libra immediately. ECM Libra may vary, suspend or cancel the Customer's Security Code(s) at any time without prior notice but ECM Libra will give the Customer notice thereof as soon as practicable thereafter.

1.7 The Customer agrees to comply with all the notices, guidelines, rules and instructions pertaining to the access and use of the OMS Services and the Electronic Services as issued by ECM Libra from time to time, including all operating rules or policies that may be published from time to time by ECM Libra and/or made available through the Electronic Services / OMS Services.

2. Orders through the Electronic Services

2.1 The Customer agrees and acknowledges that any use of or access to the Electronic Services and any Order, information and/or data referable to the Customer's Security Code(s), shall be deemed to be used or access of the Electronic Services by the Customer and/or Orders, information and/or data transmitted or validly issued by the Customer.

2.2 The Customer may from time to time give ECM Libra Orders within the Customer's applicable Account limits (hereinafter referred to as "Orders"). ECM Libra is authorised to act on the Orders and may;

(a) assume that any Orders given or purportedly given by the Customer is authentic;

(b) rely on and/or hold the Customer solely responsible and liable in respect thereof as if the same were carried out or transmitted by the Customer;

(c) assume that any person claiming to be the Customer is in fact such person. Specifically, ECM Libra shall be entitled to act on any Orders transmitted to ECM Libra via the Electronic Services by the Customer or any person by any use (whether authorised or unauthorised by the Customer) of the Customer's Security Code(s) and ECM Libra shall not be liable for any losses or other adverse consequences to the Customer by so doing;

(d) rely on any Orders which are made through the Electronic Services without enquiry as to the sender's authority or identity; and/or

(e) aggregate the Customer's Orders with those of ECM Libra's other customers. If ECM Libra accepts the Customer's Orders, ECM Libra's sole responsibility is to endeavour to act on the Customer's Orders in a timely manner, as may be reasonable in all the circumstances.

2.3 ECM Libra may at its absolute discretion decline to act on the Customer's Orders at any time without prior notice or giving any reason therefore, including where;

(a) the Customer's Orders are ambiguous, incomplete or inconsistent with the Customer's other Orders, provided that ECM Libra may act on what ECM Libra believes to be a reasonable interpretation of the Customer's Orders;

(b) the Customer does not have sufficient funds in the Customer's Account to meet the Order's

(c) the Customer does not reconfirm the Customer's Orders after

(i) a trading suspension on the securities subject to the Customer's Orders has been lifted; or

(ii) a trading suspension on the Customer's Account has been lifted; or

(iii) the Customer's Orders lapse or are cancelled by any relevant Exchange; or the Customer's Orders exceed the Customer's applicable Account limits imposed by ECM Libra or the limits imposed upon ECM Libra under applicable laws. If ECM Libra declines to act on the Customer's Orders, ECM Libra may notify the Customer as soon as practicable thereafter. ECM Libra may at its sole discretion, but shall not be obliged to, verify the Customer's Orders (including the authenticity thereof) and may defer acting on the Customer's Orders until ECM Libra is satisfied as to the matters on which ECM Libra seeks verification.

2.4 ECM Libra may from time to time impose transaction limits (including maximum transaction sizes) on the Customer's Account.

2.5 The Customer acknowledges that it shall be bound by any Orders, access and/or use (whether such Orders, access and/or use are authorised by the Customer or not) referable to the Customer's Security Code(s).

2.6 The Customer agrees and acknowledges that any Orders referable to the Customer's Security Code(s) (whether such Orders are authorised by the Customer or not) are irrevocable and binding on the Customer upon transmission through the Electronic Services and ECM Libra shall be entitled (but not obliged) to effect, perform or process such Orders without the Customer's further consent and without any further reference or notice to the Customer.

2.7 The Customer will be deemed to act as a principal in all the Customer's dealings with ECM Libra and the Customer shall be liable as a principal in respect of all such dealings, transactions and Orders.

2.8 The Customer agrees not to dispute the validity or enforceability of electronic communications and waive any right to raise any defence based on the absence of written communication.

3. Safeguarding the Security Code(s)

3.1 The Customer shall not at any time disclose any Security Code(s) issued to any other party and the Customer shall be responsible and liable for any disclosure or unauthorised use of the Security Code(s) issued to the Customer. The Customer agrees to take all reasonable steps to safeguard the Customer's Security Code(s) at all times, including but not limited to the steps and/or measures which may be prescribed by ECM Libra from time to time (including without limitation those steps and/or measures set out in any notices, guidelines, rules and/or instructions issued by ECM Libra pursuant to Clause 1.7 hereof).

3.2 If the Customer discovers or suspects that the Customer's Security Code(s) or any part of them are known to someone else, the Customer must immediately notify ECM Libra.

4. Confirmation of receipt of Orders

4.1 The Customer acknowledges that unless the Customer receives confirmation of receipt from ECM Libra, Orders, information and/or data sent through the Electronic Services may not have been received by ECM Libra and accordingly, may not be carried out and/or processed by ECM Libra.

5. Operation and Intellectual Property Rights

5.1 The Customer may be supplied and/or may receive content (including but not limited to text, graphics, software and/or computer code of any kind, sound, photographs, video and/or animations), information, data, messages, alerts and/or other materials (collectively "Content") via the Electronic Services.

5.2 All copyright and other intellectual property and proprietary rights in and/or to the Electronic Services and the Content belong to ECM Libra or other parties related to ECM Libra. The trademarks, logos and service marks displayed on the OMS Services or used in the Electronic Services are registered and unregistered trademarks which belong to ECM Libra or other parties related to ECM Libra. No right or licence is given to the Customer to reproduce or use any such trademarks, logos or service marks.

5.3 The Customer may only download and print the Content for its/his/her personal use provided that the Customer also retains unaltered all copyright and other proprietary notices contained in the Content. The Customer may not copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Content without the prior written permission of ECM Libra or in any way reverse engineer, decompile, modify, tamper with or otherwise alter in any way, or gain unauthorised access to, any part of the Electronic Services or the software comprised therein. ECM Libra may suspend or terminate the Customer's Security Code(s) if the Customer breaches this Clause.

5.4 The Customer shall not, without the prior written permission of ECM Libra, insert a hyperlink to the Content on the OMS Services or on any other websites or webpage and the Customer shall not establish and/or maintain, on any websites or webpage, any type of hyperlinks to the Content on the OMS Services.

6. Disclaimers

6.1 ECM Libra has the right, without having to furnish any notice to the Customer, to modify, update, upgrade, end, suspend, terminate or discontinue the Electronic Services or any part thereof, including without limitation the functionality, specifications, availability and/or Content of the Electronic Services or any part thereof, temporarily or permanently, at any time. The Customer acknowledges and agrees that ECM Libra will not be liable to the Customer or any third party for any modifications, upgrades, termination, suspension or discontinuance of the Electronic Services or any part thereof.

6.2 ECM Libra makes no representation or warranty of any kind, expressed implied or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and/or freedom from computer virus or other malicious, destructive or corrupting code, agent, program or macros, regarding the Electronic Services and/or the Content available via the Electronic Services.

6.3 ECM Libra is under no obligation to monitor or review discussion, chats, postings, transmissions, bulletin boards, and the like on the OMS Services, and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, inaccuracy or any other objectionable material contained in any information and/or content within such locations on the OMS Services. Any hyperlink to any other website or webpage is not an endorsement or verification of such website or webpage and should only be accessed at the Customer's own risk.

6.4 The Customer acknowledges and agrees that the Electronic Services are provided by ECM Libra to the Customer on an "as is" and "as available" basis and that the use of the Electronic Services is at the Customer's sole risk.

6.5 ECM Libra does not warrant that the Customer's use of any/or access to the OMS Services, the Electronic Services or any Content, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected. The Customer acknowledges and agrees that ECM Libra does not warrant the security of any information transmitted by or to the Customer using the Electronic Services and the Customer hereby accepts the risk that any information transmitted or received using the Electronic Services may be accessed by unauthorised third parties and/or disclosed by ECM Libra and by its officers, employees or agents to third parties purporting to be the Customer or purporting to act under the Customer's authority. The Customer will not hold ECM Libra or any of its officers, employees or agents responsible or liable in contract, tort (including negligences or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damages, losses, expenses, costs or other adverse consequences (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Customer as a result of any such access or disclosure.

6.6 The Customer acknowledges and agrees that the Content is provided and/or made available to the Customer on an "as is" and "as available" basis and should not be relied upon to make any specific investment, business, financial or commercial decision. ECM Libra does not warrant the truth, accuracy, adequacy, completeness or reasonableness of the Content. The Customer acknowledges that any Content received via the Electronic Services should not be relied upon without consulting primary or more accurate or more up-to date sources or specific professional advice.

6.7 ECM Libra does not warrant that any electronic messages and/or alerts in connection with the Electronic Services will be sent to and/or received by the Customer. ECM Libra also does not warrant the privacy, security, accuracy, authenticity or completeness of any communication in connection with the Electronic Services.

6.8 ECM Libra accepts no liability and will not be liable for any loss (including any indirect, special, economic or consequential loss) arising from the Customer's use of the Electronic Services and including but not limited to, any loss arising from:

- (a) any defect, error, imperfection, fault, mistake, delay, failure or inaccuracy relating to the Electronic Services and/or the Content, or due to any unavailability of the Electronic Services or any part thereof or of any Content or any part thereof;
- (b) ECM Libra acting on any Orders given to ECM Libra via the Electronic Services which are referable to the Customer's Security Code(s), whether or not the Customer had authorised the Orders and/or use of the Security Code(s);
- (c) any machine, system, server, connection or communications failure, error, omission, interruption, delay in transmission, viruses, industrial dispute or any Force Majeure Event that leads either to the Electronic Services being totally or partially inaccessible or unavailable or to instruction given via the Electronic Service not being acted upon promptly or at all or to any damage caused to the Customer's computer, equipment or system;
- (d) any intrusion or attack by any person, computer system, computer virus or other malicious, destructive or corrupting code, agent program or macros into the OMS Services and/or any computer system belonging to ECM Libra and/or the Customer;
- (e) any loss of profits, loss of goodwill, loss of anticipated savings or other intangible losses (even if ECM Libra has been advised of the possibility of such loss); and/or
- (f) any access and/or use of or inability to access and/or use of the Electronic Services or any reliance by Customer on Content (including financial information) provided through the Electronic Services.

6.9 The Customer is alerted that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of Internet.

7. Brokerage and Administration Fee

7.1 The Customer's access and use of the Electronic Services is subject to payment of an administration fee. Further ECM Libra may at its absolute discretion impose a brokerage charge for all dealings, transactions and Orders of the Customer conducted via the Electronic Services. The administration fee and the brokerage charge shall be determined by ECM Libra at its sole discretion from time to time and the Customer shall be notified in writing of the same. ECM Libra shall be at liberty to vary the administration fee and/or the brokerage charge at its absolute discretion at any time and from time to time as ECM Libra deems fit.

7.2 Notwithstanding anything herein contained, ECM Libra may at its sole discretion, waive the administration fee or the brokerage charge at any time it deems fit. Such waiver shall not be construed as a permanent waiver and ECM Libra shall be at liberty to impose or reimpose (as the case may be) the administration fee and/or the brokerage charge at any time it deems fit without the consent of the Customer.

7.3 The Customer's Order may be matched with other Orders placed by ECM Libra: (a) for another customer, in which case ECM Libra may receive brokerage from both parties to the trade; or (b) as a principal, in which case ECM Libra may receive brokerage from the Customer.

8. Failure to Settle

8.1 The provisions relating to settlement, including but not limited to the time and manner of settlement, consequences of non-settlement, remedies available to ECM Libra in event of non-settlement and all other relevant provisions contained in the ECM Libra's Futures & Options Application Form and Futures & Options Client's Agreement and/or any other agreements executed by the Customer in respect of the Futures and Options Trading shall apply in respect of the Electronic Services.

9. Records

9.1 The Customer accepts ECM Libra's records of any and all instructions, communications, operations or transactions made or performed, processed or effected through the Electronic Services as final and conclusive and the same shall be binding on the Customer for all purposes. The Customer agrees that such records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were in electronic form or were produced by or are the output of a computer system and the Customer hereby waives any of its right (if any) to so object. This provision shall also apply to all records maintained by any third party designated by ECM Libra.

10. Exclusion of Liability

10.1 None of ECM Libra or any of its officers, employees or agents are liable to the Customer and the Customer waives any claims the Customer may have against ECM Libra or any of its officers, employees or agents, in respect of any loss suffered by the Customer which arises in connection with (whether or not caused by ECM Libra's negligence or the negligence of BMDB or Bursa Malaysia Berhad (hereinafter referred to as "BMB") or any of its officers, employees or agents):

- (a) ECM Libra acting in accordance with these Terms and Conditions or on the Customer's Orders;
- (b) ECM Libra declining to act, or delay in acting, on the Customer's Orders;
- (c) any loss, theft or unauthorised use of the Customer's Security Code(s);
- (d) any delay, fault, failure in or loss of access to the OMS Services and Electronic Services; or
- (e) any other matters beyond ECM Libra's reasonable control.

11. Entire Agreement

11.1 These Terms and Conditions are in addition to and in no way prejudices, limits or restricts any right or remedies ECM Libra may have under any other agreement(s) between ECM Libra and the Customer (including but not limited to ECM Libra's Futures & Options Application Form, Futures & Options Client's Agreement and where applicable, Schedule A), or howsoever otherwise arising and operates as a continuing security and inures to the benefit of ECM Libra, its successors and assigns even after termination of all agreements between the Customer and ECM Libra.

11.2 In the event of any inconsistency between the provisions of these Terms & Conditions and any other agreement(s) between ECM Libra and the Customer (including but not limited to, ECM Libra's Futures & Options Application Form, Schedule A (where applicable) and Futures & Options Client's Agreement), the Customer hereby agrees that ECM Libra shall be entitled to decide as to which provisions shall prevail and be applicable.

11.3 In this Section B4 wherever a reference is made to ECM Libra, it shall include BMDB and Bursa Malaysia Berhad as far as the context may require so

NOTE: Nothing herein contained shall be deemed as a representation and/or warranty by Bursa Malaysia Derivatives Berhad (BMDB) and Bursa Malaysia Berhad ("BMB") (including its related companies, directors, connected parties and/or their employees and BMDB and/or BMB shall not be liable for any claim or demand, save in the case of fraud and wilful default.

C1. GENERAL TERMS AND CONDITIONS OF UNIT TRUST

For the purpose of this Section relating to the terms and conditions governing unit trust, "Management Company" refers to ECM Libra Investment Bank Berhad, a related company of ECM Libra Financial Group Berhad ("the Group") or any of its subsidiaries ("the Subsidiaries") and as far as the context requires or permits, the references to ECM / ECM Libra in the Account Opening form and in the other Sections of the Terms and Conditions besides this Section C (where applicable) shall include Libra Invest Berhad.

1. Rights of the Management Company

- 1.1 The Management Company reserves the rights to reject any application without assigning any reason. Rejected Holder will be notified.
- 1.2 All future terms and conditions and amendments are deemed to be valid

2. Issuance of Official Receipt and Statement of Accounts

- 2.1 A confirmation note will be issued to Unit Holders within 14 business days from the date of transaction.
- 2.2 Unless otherwise advised, the combined Quarterly Statement of Account detailing all active accounts will be issued to Unit Holder ('Holder') periodically

3. Reinvestment of Income Distribution

- 3.1 Distribution of income shall be automatically reinvested.
- 3.2 Where there are no units available for reinvestment of income distributed, the proceeds will be paid by cheque to Holders.
- 3.3 A Tax Voucher and Statement of Reinvestment or Distribution Warrant will be issued to Holder within 2 months from the date of reinvestment or payment of income distribution

4. Future Transactions and Payments

- 4.1 The Management Company upon evidence of receipt of money will process all investments without verifying the source of remittance. To protect your interest as a Unit Holder, you must fill up an Investment Form when making investments and attach it with your payment. All subsequent transactions must be accompanied by relevant forms duly signed and completed.
- 4.2 All investments and transactions will be carried out according to the instructions of authorised signatory specified in the Holder's Account Opening Form or any subsequent written notice duly received by the Management Company. Transactions are subject to availability of units of the Fund.
- 4.3 Should there be any additional investment not accompanied by any instructions to allocate into each Fund, the Management Company shall have the right to allocate the said investment according to the manner specified in the Investment Form during initial investment.
- 4.4 It shall be obligatory on the Unit Holder to notify the Management Company of any errors in any notice, statement, receipt and correspondence within 7 days of receipt of the same. Otherwise, the correctness of the transactions is conclusive and shall have absolute binding effect against the Unit Holder. The Management Company reserves the right to rectify the notice, statement, receipt and correspondence at any time in respect of any errors, and rendering of a fresh notice, statement, receipt and correspondence shall be binding on the Holder.
- 4.5 Any change to the documents or information supplied to the Management Company in connection with this application or change in circumstances shall be immediately notified to the Management Company.

4.6 For lump sum investment with deferred entry fee, the deduction of chargeable entry fee from the account in the form of units will be done automatically every calendar quarter. No advice will be issued. The chargeable entry fee will be deducted from the units of fixed income funds or from units of the larger fund in term of market value at Management Company's discretion.

5. Liquidation of Units and Cooling-Off

5.1 Holders may liquidate their units by filling up the Liquidation Form and forwarding the form to the business address of the Management Company or its appointed distributors.

5.2 Units shall be liquidated based on the NAV calculated at the end of the business day upon receipt of a duly completed Liquidation Form by the Management Company.

5.3 To protect the interest of the Holders, the Management Company is unable to make payments to third parties. Unless otherwise specified, all payments will be made to Principal Holder only.

5.4 Liquidation proceeds may be credited directly to the Holders' account maintained with the Management Company's Principal Banker(s). If other modes of payment are selected, kindly allow sufficient time for the cheques to reach the Holders and/or for the funds to clear.

5.5 A cooling-off period of 6 business days from the date of application for units is provided for the Holders to confirm the initial investment. This right is not applicable for subsequent investments by the Holders in any of the funds managed or offered by the Management Company. This right is not extended to corporate/institutional investors, investors who are staff/distributors of the Management Company or investors who invest under the EPF Members' Investment Scheme

C2. TERMS AND CONDITIONS OF THIRD PARTY FUNDS

1./We agree that the third party fund investment made by me/us will be registered in the name of Custodian appointed by the Management Company as bare custodian and not a trustee to hold and act for and on behalf of me/us in relation to any units of such third party funds as may be invested in, from time to time by me/us, and the Management Company shall not recognise any trust or equity in respect of these terms and conditions or any party thereof.

2./We appoint the Management Company as nominee to transact on behalf of me/us in relation to any transactions

3. The Management Company will hold the purchased units as registered unit holder for and on behalf of me/us and it is authorised to request payment of and receive all distributions and other payments or distributions in relation to the units.

4. I am/We are aware that I/we have waived the option to receive the income distributions, if any, of the fund(s). Income distribution, if any of the fund(s) will be automatically reinvested.

5. I/We hereby agree that the Management Company shall have the right to vote for and on behalf of me/us in respect of the units held in the event of any unit holders' meeting convened for the fund(s).

6. Transactions in the units may be aggregated and consolidated either daily or from time to time by the Management Company with such transactions placed or sent by the Management Company to the relevant manager of the fund.

7. All transactions with respect to the unit effected by the Management Company for me/us shall be according to the terms of the Prospectus, Deed of the fund(s) and applicable laws.

8.The Management Company will issue a statement of account to me/us providing a summary of all the transactions made by me/us during the relevant period and at such times as may be determined by the Management Company from time to time.

9. I/We shall reimburse to the Management Company all costs and out of pocket expenses (including without limitation, all costs and fees imposed by any other relevant Unit Trust management company(s)).

10. Neither the Management Company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by me/us, such as but not limited to, loss of anticipated profits or other anticipated economic benefits whatsoever or however caused, whether in contract or in tort (which includes but is not limited to negligence), arising directly or indirectly in connection with or arising out of these terms and conditions of the units.

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