

**TERMS AND CONDITIONS FOR THE OPERATION OF SECURITIES TRADING ACCOUNT(S) IN MSSB**

**A. GENERAL**

1.1 For the avoidance of doubt the provisions and contents herein and the Trading Account Application Form shall continue to apply, bind and subsist notwithstanding the opening of any of the Client's Securities Trading Accounts and / or the utilisation of any facilities or services by the Client.

1.2 The Trading Account Application Form and all particulars, information and declaration in the Trading Account Application Form shall form an integral part of this Agreement. This Agreement shall also be deemed to include any terms or conditions relating to any matters addressed herein posted at the Company's website ("Website Terms") at [www.mplsonline.com.my](http://www.mplsonline.com.my) or such other website/internet address as may be designated by the Company from time to time ("Company's Website") (including but not limited to variations, amendments, modifications, supplements, substitution and replacement of the said terms and conditions made from time to time).

Any reference to this "Agreement" shall include the aforementioned Sections, the Trading Account Application Form and the Website Terms regardless of whether the Client has executed this Agreement or any other requisite document(s). The Client shall be deemed to have agreed to the terms set out in this Agreement and the terms shall be applicable and effective as soon as the Client utilises any of the facilities and/or services provided by the Company.

**1. DEFINITIONS**

"Account(s)"	means the securities trading, collateralised, margin, cash and other account(s), maintained with MSSB.
"Application Form"	means this prescribed Account(s) opening application form executed by the Client to MSSB to establish the Account(s).
"CDS Account"	means the securities Account maintained pursuant to Rules of Depository.
"Client"	means such person or corporate body or company opening and/or having the Account(s) with MSSB.
"BMSB"	means Bursa Malaysia Securities Berhad.
"Legal Process"	means pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be served under the Rules of the Court, and/or under the Companies Act 1965.
"Depository"	means Bursa Malaysia Depository Sdn. Bhd.
"MSSB"	means Malacca Securities Sdn. Bhd. having its current place of business at No. 1, 3 & 5, Jalan PPM 9, Plaza Pandan Malim Business Park, Balai Panjang, 75250 Melaka or such other address as may determined by MSSB.
"Clearing House"	means Bursa Malaysia Securities Clearing Sdn. Bhd.
"Securities"	means debentures, stocks and shares as well as all other instruments as defined in the Securities Industry Act 1983, BMSB Rules and/or any other relevant legislation, rules and guidelines.
"Terms"	means the terms and conditions as set out in this Agreement and which may be amended by MSSB from time to time without notice.

1.1 Words importing the singular number shall include the plural number and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa.

1.2 All references herein to any Act, statute or regulation shall include any statutory modifications or re-enactment thereof.

1.3 Headings are provided for ease of reference only and shall not affect the interpretation or construction of these Terms.

**2. COMPLIANCE WITH LAWS AND GUIDELINES**

2.1 The client shall abide by all laws, by-laws, regulations, rules, orders, directives, notices, requests prescribed by any regulators or any government agency (whether or not having the force of law) in any jurisdiction relating to :-

2.1.1 the operation of the Client's Securities Trading Account(s) and to the Client's trading activities

2.1.2 the provision of the Services ; and

2.1.3 all matters related to the transactions contemplated herein ;

including without limitation the rules of Bursa Malaysia Sdn Bhd, rules of Bursa Malaysia Depository Sdn Bhd, rules of Bursa Malaysia Clearing Sdn Bhd, the business rules of Bursa Malaysia Derivatives Berhad, or any regulatory bodies and authorities and includes any additions, amendments or revisions that may from time to time be introduced and enforced.

2.2 The client agrees to comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued given, made and/or established by MSSB.

**3. CLIENT'S COVENANTS AND UNDERTAKINGS**

The Client shall:-

3.1 within twenty four (24) hours upon receipt of the contract notes, contra statements and/or any relevant documents whatsoever issued to the Client bring to the attention of MSSB any error or dispute to the said contract notes, contra statements and/or documents failing which the said contract notes, contra statement and/or documents shall be deemed correct.

3.2 make immediate payment to MSSB for the delivery of Securities purchased by the Client and/or on the Client's behalf when the same is due and unless evidenced by the official receipt from MSSB, no disputes or claims will be entertained.

3.3 pay any security deposit as required by MSSB in relation to the Account(s) including but without limitation deposit for purchase contracts made/transacted by the Client and/or on the Client's behalf.

3.4 disclose the availability of sufficient Securities as tradable balance for purposes of delivery upon giving instruction to execute a sell order.

- 3.5 to deliver to MSSB promptly any certificates (if any) and/or related valid transfer deeds or documents of title of Securities which MSSB has sold on the Client's behalf and/or ensure that the Client has the respective "free securities" in his CDS Account on Settlement Day which MSSB has sold on the Client's behalf failing which MSSB reserves the right to effect a "buy-in" in accordance with the Rules.
- 3.6 pay to MSSB all charges that may be imposed by MSSB in relation to any debit balance outstanding in the Account(s) with MSSB including without limitation the handling fee and service charges imposed by MSSB from time to time.
- 3.7 pay for all Securities awaiting delivery and all contra losses howsoever incurred within the period allowed for such payment failing which the Client shall pay for all late payment interest at such rate to be determined by MSSB from time to time.
- 3.8 pay interest at the rate of 13.00% per annum on all sums howsoever due which outstanding to MSSB of which is calculated on the basis of actual days elapsed and on a three hundred sixty five (365) days year. Such interest rate may be varied from time to time at the sole discretion of MSSB without notice to the Client.
- 3.9 be subjected to any conditions imposed or to be imposed by MSSB over the performance of the appointed Dealer's Representative including but without limitation to the limits for trading.
- 3.10 be subjected to Clearing House rules and Clearing House authority with respect to any matters, dealings, transactions or securities to be or are delivered, settled or otherwise dealt with through any of the services or facilities of Clearing House.
- 3.11 be subjected to Clearing House reservation of rights over Securities to be delivered in the event MSSB fails to make irrecoverable good funds payments to Clearing House.
- 3.12 inform MSSB in writing of the change in any particular declared in the Application Form.
- 3.13 not transfer/withdraw out his Securities from any Account(s) in which the Client has debit balance outstanding
- 3.14 consent to the disclosure by Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to MSSB and to such agents, service providers and sub-contractors of MSSB as informed by MSSB to Bursa Depository, of information or documents relating to my affairs and in particular, relating to my securities account(s). This consent shall be valid until revoked by me. I release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability I may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
- 3.15 acknowledge and agree that if I wish to trade online, I shall always abide by all terms and conditions imposed by MSSB as stipulated with the Terms and Conditions relating to the online trading facility and that MSSB may at any time and from time to time impose or vary such other terms and conditions at your sole and absolute discretion. Upon the imposition or amendment being posted by MSSB on the website, notice of the same shall be deemed to have effected. As I continue to trade using the online trading facility or give any order(s) for trade subsequent to the effective date of notice, I shall be deemed to have agreed and accepted the new or amended terms and conditions imposed by MSSB whereof these provisions shall be binding upon me from the date of posting. The relevant provisions of this Agreement shall hereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modifications, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.
- 3.16 acknowledge that MSSB are at liberty to vary my trading limit from time to time without assigning any reasons to me and I agree not to hold MSSB liable for whatever losses, damages, costs incurred as a result of such variation

#### **4. MSSB'S AUTHORITY ON TRADING**

The Client hereby authorises MSSB:-

- 4.1 to sell out or buy in such Securities as may be required to clear the Client's position with MSSB
- 4.2 to deal in any manner as MSSB shall deem fit, with all or any of the Securities purchased including withholding delivery of Securities for or under the Account(s) for which the Client has not remitted payment and until the Client's cheque for payment has been cleared by the Bank or Financial Institution.
- 4.3 to act on all orders made by the Client through the telephone (or facsimile, telex, or other forms as may be agreed with the Client) with MSSB's Dealer's Representatives or other authorised agents and the Clients shall not withdraw or revoke any of such orders in the event that such orders have been executed upon.
- 4.4 to have a lien as well as a right to sell, dispose or otherwise deal with any Securities and/or monies belonging to the Client (irrespective whether the Securities are paid for by the Client and/or held therein on trust by MSSB) and/or kept in the Account(s) and /or CDS Account to settle any debit balance or monies owe by Client to MSSB.
- 4.5 to offset, assign, hypothecate or otherwise deal with the Account(s) having a debit balance, including cash or Securities held on margin Account or otherwise pledged to MSSB as collateral, against the amount outstanding in the Account(s) still outstanding to MSSB.
- 4.6 to debit the Account(s) at any time and from time to time in respect of any interest, expenditure, penalties or other charges which might be incurred or owing by the Client.
- 4.7 to make a balance enquiry of any CDS Account associated with the Account(s) at any time in respect of any Securities of any company. The authority hereby given shall take effect from the date of opening of account and shall remain in full force until and unless the Account(s) is closed without any outstanding debit balance. I hereby release MSSB from all liabilities of whatsoever nature arising from this authorization.
- 4.8 to sell or dispose the whole or any part of the Securities pledged by the Client as collateral's or any Securities standing as "free securities" in the CDS Account associated with the Account(s) at any time and/or utilise on margin Account(s) to settle the amount owing to MSSB. MSSB shall not be liable for any losses, howsoever caused nor shall MSSB be answerable for any involuntary losses arising from the force sell of the Client's collateral securities.
- 4.9 where applicable, to transfer any funds, Securities, commodities or other property from any Account(s) maintained by the Client with MSSB or MSSB's related company(s) to reduce or pay in full any debit balance or monies owe by the Client to MSSB or MSSB's related company(s).
- 4.10 to charge, mortgage, pledged, hypothecate and/or deposit with any Financial Institution as security in any manner whatsoever any Securities of the Client (irrespective whether the Securities are paid for by the Client and/or held therein on trust by MSSB, to the extent of the amount outstanding in the Account(s).
- 4.11 to suspend the Account(s) at the sole discretion of MSSB without notice to the Client and without giving any reasons whatsoever.
- 4.12 to place the Client's name on the Defaulter's List with BMSB and/or commence legal actions for the recovery of all amount owing to MSSB in the event the Client fails to fully settle all amounts owing within the period stipulated by MSSB.

#### **5. ADDITIONAL TERMS AND CONDITIONS OF TRADING FOR CASH ACCOUNT**

In addition to and not in derogation of, the terms and conditions set out in Section 1, 2 and 3 above, I hereby agree to the following in respect of my cash Account held with MSSB ("C Account")

- 5.1 I hereby agree that all monies which have been deposited into my "C Account" shall be dealt with in accordance with the terms and conditions herein. For avoidance of any doubt, MSSB shall credit my "C Account" and give value to the payment or deposits made by myself only after:
  - i) any amount paid or deposited by myself in cash has been sighted and accepted by MSSB and

- ii) any cheque delivered by myself to MSSB has cleared. "Available Funds" shall mean the net available sum of monies remaining in the "C Account" on any relevant day as may be calculated or determined by MSSB.
- 5.2 As and when any of my purchase orders for Securities have been executed by MSSB on my behalf on any day, MSSB shall be entitled to immediately earmark or set aside the relevant amount of monies from the Available Funds for settlement of the full purchase Amount of the said Securities, inclusive of all the transaction costs payable by me in connection with the said purchase ("Earmarked Amount").
- 5.3 MSSB shall be authorised to utilize the Earmarked Amount to settle the said purchase amount on the next market day (T+1) or such other date deemed appropriate.
- 5.4 I further agree and acknowledge that I shall not be entitled to contra the said purchase amount against the proceeds from the execution of any subsequent sale orders for Securities.
- 5.5 I hereby authorize MSSB to credit all proceeds due to me upon the execution of any sale order for all or any of my Securities at any time, into my "C Account" and thereafter, I agree that such proceeds shall form part of the Available Funds and shall be dealt with in the same manner as all other monies in my "C Account".
- 5.6 I shall be entitled to withdraw all or any part of the Available Funds from time to time by giving a written request to MSSB on any market day subject to such conditions as MSSB may prescribe or impose on such withdrawals at its absolute discretion from time and time. Upon my submission of the said written request for withdrawal, I agree and undertake not to place any purchase orders for any Securities in excess of the balance of the Available Funds after deduction of the proposed amount to be withdrawn.
- 5.7 In addition and without prejudice to any other provisions herein, I hereby irrevocably and unconditionally agree, consent, direct and authorize MSSB to utilize the Available Funds at any time and from time to time to set-off, repay and settle all monies due and owing by me to MSSB under all of my Account(s) with MSSB or MSSB's related company(s) or otherwise due to MSSB or MSSB's related company(s) for any reason whatsoever.
- 5.8 I further undertake to pay MSSB forthwith any shortfall or balance due and owing in or under all my Account(s) in the event that the Available Funds are insufficient to settle all monies due and owing by me to MSSB and indemnify MSSB for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by MSSB in connection with my Account(s) or my trading activities.
- 5.9 I hereby agree that MSSB shall be entitled to determine and calculate the available limit for my trades in Securities in the manner determined by MSSB in its absolute discretion. Without prejudice to the foregoing, I agree and acknowledge that all Earmarked Amounts shall be deducted from the Available Funds when calculating my available limit for my trade in Securities; and
- 5.10 In the event any of my purchase order for any Securities has been executed and it is thereafter discovered that the aggregate of the purchase amount 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 MSSB in calculating the Earmarked Amounts or Available Funds and my trading limit, I hereby undertake to pay MSSB the Excess immediately on the market day following the transaction date of the said purchase order failing which, without prejudice to all its rights and remedies, MSSB shall be entitled to charge and imposed on me the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and I shall be liable to pay brokerage to MSSB at the said rate in respect of that purchase order.

## **6. ADDITIONAL TERMS AND CONDITIONS OF TRADING FOR COLLATERALISED ACCOUNT**

In addition to and not in derogation of, the terms and conditions set out in Section 1, 2,3 and 4 above, I hereby agree to the following in respect of my collateralised Account ("L Account") and flexi-collateralised Account ("U Account") held with MSSB:

- 6.1 I hereby agree to mortgage, assign, charge and/ or pledge in MSSB's favour all the shares, stocks or other Securities or cash, held from time to time, in any of my Account(s) which have been fully paid and/or held therein on trust by MSSB, including without limitation, in my custody Account, my CDS Account and the CDS Account in the name of Malacca Equity Nominees (Tempatan) or Malacca Equity Nominees (Asing) Sdn Bhd held in my favour. In addition and not in derogation of the above, I agree that I shall deposit with MSSB in the Account(s) and/or mortgage, assign, charge, pledge in favour of MSSB such shares, stocks or other Securities or cash, as maybe required by and acceptable to MSSB as collateral to secure all of my trading activities and monies, obligations and liabilities due and owing to MSSB at any time and from time to time and I shall, at the request of MSSB at any time and from time to time substitute such shares, stocks or other Securities with those acceptable to MSSB at its absolute discretion. "Deposited Securities" means all such shares, stocks or other Securities or cash, mortgaged, assigned, charged and/or pledged in MSSB's favour and/or deposited and/or held in my Account(s) :
- 6.2 I confirm that I am the legal and beneficial owner of the Deposited Securities which are not encumbered and that I am entitled to deposit and/or pledge the Deposited Securities in favour of MSSB.
- 6.3 The Deposited Securities will be a continuing security to MSSB for the general balance of my debts due to MSSB, which include but is not limited to any monies now and hereafter due under my Account(s) including my "L / U Account".
- 6.4 I hereby undertake to settle and repay to MSSB all sums of money due on any losses, including contra losses in respect of any one share, stock or other Securities and any monies due and owing to MSSB or MSSB's related company(s) for whatsoever reasons.
- 6.5 In the event that any debt, including without limitation, the losses and monies referred to in paragraph 5.4 above, remains outstanding for more than five days (5) or any other period of time as may be prescribed by MSSB in its absolute discretion at any time and from time to time, MSSB shall be irrevocably and unconditionally authorised, without giving me any notice to sell, transfer, charge, assign or otherwise deal with in any manner and at any time MSSB deems fit in its absolute discretion, all or any of the Deposited Securities whether pledged to MSSB or otherwise and utilize the proceeds thereof or other monies held by MSSB to settle such debts due and owing from me, in which event I shall have no recourse against MSSB or its nominees in respect of any loss that I may suffer arising out of or in relation to or connected with such sale.
- 6.6 I hereby agree and acknowledge that MSSB shall have the absolute discretion at any time and from time to time, to specify, determine and/or modify my trading limit based on the amount of the shares, stocks or other Securities or cash which I have deposited or pledged with MSSB without giving any reasons whatsoever.
- 6.7 I hereby authorize MSSB in the event of the sales of the Deposited Securities, to credit the proceeds of sales to my account(s) with you or MSSB's related company(s) to settle any outstanding debts due to you or MSSB's related company(s).
- 6.8 I hereby agree that MSSB shall have the right at any time in its absolute discretion to suspend, revoke, withdraw or discontinue my "L / U Account" without giving any reasons whatsoever ; and
- 6.9 I hereby authorize MSSB to disclose my available balance of shares in my Account(s) to my Dealer's Representative and agree that MSSB will not be liable for any claims, actions and proceedings and losses of whatsoever nature which may be incurred as a result of this authorization.

## **7. ADDITIONAL TERMS AND CONDITIONS OF TRADING FOR DISCRETIONARY FINANCING ACCOUNT**

In addition to and not in derogation of, the terms and conditions set out in Section 1, 2,3, 4 and 6 above, I hereby agree to the following in respect of my Discretionary Financing (DF) Account (“ Z Account ”) held with MSSB:

- 7.1 I confirm that I/we have the financial ability to settle any amounts due or owing from me whether arising from or in respect of purchases of securities by me and /or contra losses incurred by me/us in this account.
- 7.2 I hereby irrevocably authorize MSSB to utilize/drawdown my/our DF if I fail to settle any of my/our outstanding purchases contract by T+2 and under such circumstance, I shall be deemed to have given my/our instruction/notification/application to MSSB for utilization of my DF facility and MSSB may at its absolute discretion approve/reject such instruction/notification/application in respect of any securities or group of securities which I/we have purchased under the aforementioned account.
- 7.3 I further confirmed and affirmed that MSSB has a lien either directly, indirectly, constructively and in whatsoever form on any of my shares, cash and otherwise, within the control of MSSB.
- 7.4 The collaterals accepted for DF can be cash and shares (subject to MSSB price/value capping)
- 7.5 The trading multiple of collaterals and price capping policy may be varied from time to time at the absolute discretion of MSSB at any time without notice
- 7.6 DF shall only be allowed for contract transacted as on a Ready Basis Contract on-market transaction..
- 7.7 Purchase contract must be settled by T+7 following the contract date, failing which MSSB reserves the right to sell-out the overdue purchase contract on T+8.
- 7.8 MSSB reserves the rights not to grant DF to any contract at its absolute discretion and to force sell the outstanding purchases after T+2 if client’s realized losses and bills plus unrealized losses in DF account exceeds 75% of the total capped collateral value.
- 7.9 Settlement of outstanding purchase contracts against outstanding sale positions of the same securities (counter) may be made until T+7. Contra trading is not a right of the client but rather a privilege accorded and therefore is allowed and maybe withdrawn by MSSB as it deems fit.
- 7.10 All sales contracts during the T+7 settlement period of a purchase contract for the same securities(counter) shall be executed automatically as a contra transaction on the day of the sale on a “ first in first out” basis. Intra day contra will take priority if there is no outstanding purchases for the same counter beyond T+2.
- 7.11 Contra losses must be paid by the 5<sup>th</sup> market day following the date of contra
- 7.12 Interest shall be charged on contra losses not settled by 5<sup>th</sup> market day following the date of contra at 13% p.a.
- 7.13 Payment of contra gain (after deduction of any outstanding contra losses) to a client shall be available after 12.30pm on 4<sup>th</sup> market day following the date of contra.
- 7.14 Interest at 10.0% p.a. will be levied on outstanding purchases from calendar day after T+2 of purchase until date of payment or T+2 of sales whichever is later.
- 7.15 A DF fee of 0.1% of the purchase contract value or minimum RM10.00 per contract, whichever is higher (or such other percentum and/or amount as may be determined by MSSB from time to time) will be levied on any outstanding purchase contract settled or pick up after T+2.
- 7.16 Contra losses and bills must be settled within twenty (20) calendar days failing which collateral deposited will be drawn upon to pay for the losses and bills in the following order : cash followed by shares (sales proceeds of force-selling of collateralized shares)
- 7.17 DF Account will be suspended from further purchases if net contra losses and bills exceed the total capped collateral value.
- 7.18 The DF facility can be withdrawn from the client at MSSB absolute discretion at any time without notice and without assigning reasons.
- 7.19 All fees and charges incurred in DF account are to be borne by the client.
- 7.20 Any indulgence or waiver granted by MSSB shall be at its sole and absolute discretion and does not oblige MSSB to grant any similar indulgence or waiver in the future. Such waiver shall not be read and/or construed as a tolerance or compromise on any default whatsoever.
- 7.21 MSSB shall have the right to vary or amend these terms and conditions at anytime at its sole and absolute discretion.
- 7.22 DF account cannot co-exist with other trading account(s) type which are active except with margin and foreign account.

## **8. COVENANT ON INTEREST**

- 8.1 The covenant by the Client herein to pay interest is an independent covenant and not ancillary or incidental to the covenant to repay the amount due under the Account(s). It is hereby agreed that the covenant to pay such interest as aforesaid continues before as well as after judgement and that in the event of judgement this covenant shall not merge in such judgement or with any rule or law regulating the award of interest after judgement.

## **9. CONCLUSIVE CLAUSE**

- 9.1 It is hereby agreed that any admission or acknowledgement in writing by the Client or any certification by any person or persons authorised on behalf of MSSB or a Certificate of Indebtedness in writing showing the amount due from the Client which is duly certified by an authorised officer of MSSB shall be conclusive evidence of the Client's indebtedness and be binding on the Client in a court of law.

## **10. INDEMNITY**

- 10.1 The Client shall have no claim whatsoever against MSSB for any loss, delays or claims over Securities accepted for registration on behalf of the Client or for any payments in respect Securities sold by the Client or for delivery of certificates or documents of titles of Securities purchased by the Client in the event the Client had authorised the Client's Dealer's Representative or any other person to collect payments and/or transfer deeds and certificates or document of titles of Securities on behalf of the Client from MSSB.
- 10.2 The Client shall at all times fully and effectively indemnify MSSB and keep MSSB fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs, debts, interests, legal fees(on a full indemnify basis) and expense whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever(including without limitation negligence, on the part of MSSB or by MSSB's agents, employees or servants) against or by MSSB to any person arising out of or incidental to all matters relating to the Client's right of indemnity conferred herein which shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the Account(s) with MSSB.

## **11. FORCE MAJEURE**

- 11.1 In the event of earthquakes or other natural disasters, the promulgation, revision or repeal of laws or statutes, strikes, accidents, breakdown or failure of communication facilities, electronic systems, the failure of any exchange(s) or authority(ies) on which the dealings of the Securities take place to perform the obligations, the imposition of restrictions, interference or suspension by Government or Government related agencies, or any part of these Terms, the aggrieved party shall at its option be entitled to terminate the Account(s) and neither party shall be liable to the other party for any consequential damages suffered by that party as a result of such delay or non-performance of these Terms.

## **12. CREDIT CHECK**

- 12.1 Client consents and authorises MSSB to make any inquiries necessary to verify the information provided to MSSB. This information includes, but not limited to direct contact with the Client's employer and other financial institution where Client has relationship with.
- 12.2 The Client consents to MSSB to disclose the credit information of the Client to any credit reporting agency in Malaysia and authorises MSSB to receive Client's credit report from the credit reporting agency.

## **13. AMENDMENT OF TERMS**

- 13.1 MSSB may at any time and from time to time amend, modify or supplement these Terms, whether or not similar amendments, modifications or supplements are made to MSSB's agreements with other Clients. Any such amendments, modifications or supplements will be notified to the Client by MSSB in writing or (at the option of MSSB) by such means as MSSB may deem appropriate, and shall be binding on the Client with effect from the date of such notice regardless of whether the Client receives actual notice thereof.

## **14. NOTICES**

- 14.1 Any notice, instruction or other communications under or in connection with these Terms may be verbal or written unless otherwise required by these Terms.
- 14.2 All notices, instruction and other communications shall be addressed to or left at the business address of MSSB and in the case of the Client, the mailing address as stated in the Application Form or as notified to MSSB by the Client in writing from time to time. Such notice shall be delivered by hand, by post, by email, by telex, by facsimile or other electronic means and shall be deemed to have been duly received on the same day if delivered by hand, by telex, by facsimile or electronic means or if delivered by post then it shall be deemed to have been duly received within seventy two (72) hours from posting, even if the notice is returned by the postal authorities for whatsoever reason thereafter.
- 14.3 MSSB shall have the discretion to act on any verbal instructions by the Client as it deems fit, whether or not such instructions have been confirmed in writing.

## **15. WAIVER**

- 15.1 Any forbearance or failure or delay by MSSB in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and each of MSSB's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically waived by an instrument in writing executed by MSSB.

## **16. SEVERABILITY**

- 16.1 If any provision of these Terms shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not in any way affect or impair the other provisions hereof, which shall remain in full force and effect.

## **17. COMMUNICATIONS**

- 17.1 The Client accepts that all telephone conversations may be recorded by MSSB and such recordings will be MSSB's sole property and consents to the use of such recordings and transcripts thereof for any purpose which MSSB deems desirable including as evidence in any dispute. MSSB is not required to maintain copies of such recordings and transcripts.

## **18. ASSIGNMENT**

- 18.1 The Client shall not assign the rights title interest in the Account(s) made hereunder without the prior written consent of MSSB.
- 18.2 The Terms hereunder shall be binding upon the heirs, legal representatives, successors-in-title and permitted assigns of the parties hereto.

## **19. SERVICE LEGAL PROCESS**

- 19.1 The Client agrees that in any action arising out of or relating to the Account(s) or the Terms herein, service of any Legal Process, Writ of Summons or other originating process of Court document may be effected on the Client by leaving the same at the address set out in the Application Form or at such address as the Client may notify MSSB in writing pursuant to the Terms herein or by posting the same to such address and the Client hereby irrevocably confirms that service of such documents in the manner aforesaid shall be deemed to be delivered and received by the Client within seventy two (72) hours after posting and the Client agrees to waive any right to demand personal service in respect of such Legal Process, Writ of Summons or any other originating process of Court documents.

## **20. TERMINATION**

- 20.1 The Client may terminate this Agreement and the Account(s) upon giving not less than one (1) business day written notice in advance to MSSB subject to and provided always that the Client pays off all monies outstanding and payable or which will become payable to MSSB in respect of the Account(s) or otherwise.
- 20.2 Service of notice of termination by the Client to MSSB shall be effective only upon actual receipt thereof by MSSB.
- 20.3 MSSB may terminate this Agreement and the Account(s) at any time without prior notice to the Client and without giving any reason for such termination. Such termination shall be by way of written notice issued to the Clients and the termination of the Account(s) shall be effective from the date of such notice.
- 20.4 Any fees, expenses, costs, and any other amounts accrued or incurred or due to MSSB up to the effective date of termination shall be paid by the Client.

## **21. LAW AND JURISDICTION**

- 21.1 These Terms shall be subjected to the laws of Malaysia. The Client shall submit to the jurisdiction of the court(s) of MSSB's choice, whether in Malaysia or in the country where the Client is residing or having its place of business or elsewhere.

## **22. ELECTRONIC CONTRACT NOTES /STATEMENTS**

- 22.1 I understand and accept the following:-
- (i) Issuance and delivery of the contract notes/statements in electronic form shall be delivered to my email address (as stated above) and shall no longer receive contract notes in hardcopy form.
  - (ii) in the event of the remote possibility of a system failure where the electronic contract notes/statements cannot be generated and/or delivered to me via email, contract notes will be sent to me in a hardcopy form via the postal service.
  - (iii) that there are risk inherent in communication by electronic mail, these risk include the security risks of interception, unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices and I shall not hold you liable for such inherent risks.

## **23. ANTI-MONEY LAUNDERING ACT 2001 AND GUIDELINES ON PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING FOR CAPITAL MARKET INTERMEDIARIES (“AMLA”)**

- 23.1 I understand and accept the following:
- i) I shall at all times adhere to and comply with AMLA with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with MSSB, and in particular:-
    - a) MSSB shall be entitled to keep records of all my transactions and to further disclose any information pertaining to me, as may be required by law or any governmental or regulatory authority for purposes of compliance with AMLA;
    - b) undertake to provide MSSB with all relevant informations and documents, as and when requested, for purposes of identification of the client and verification of the source of funds under the know your client principles.
  - ii) I further confirm that all monies paid to MSSB come from lawful sources and not from unlawful activities

## **24. STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT**

- 24.1 This Statement is provided to you in accordance with the directives of the Rules of the Bursa Malaysia Securities Berhad (“Rules of Bursa Securities”).
- 24.2 The Purpose of this statement is to inform you that risk of loss in purchasing structured warrants can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants you should be aware of the following:-
- i) the purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrants and all transaction cost;
  - ii) in order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
  - iii) under certain conditions, it may be difficult to sell the structured warrants;
  - iv) upon exercise of the structured 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 structured warrants;
  - v) placing of contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessary limit your losses to the intended amount. Market conditions may not make it possible to execute such order;
  - vi) the high degree of leverage that is obtainable from structured 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.
- 24.3 This brief statement, cannot disclose all the risks and other aspects of purchasing structured warrants. You should therefore carefully study the terms and conditions of any structured warrants before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of a structured warrant, you should consult your broker.

## **25. ADDITIONAL TERMS AND CONDITIONS FOR TRADING IN FOREIGN SECURITIES**

In addition and not in derogation of the terms and conditions set out in all the Sections above, I hereby agree to the following terms and conditions in respect of my trading in foreign securities (hereinafter referred to as “ securities “) via MSSB.

## **25.1 Rules Governing Foreign Securities Transactions**

- (a) Client hereby acknowledges and agrees that transaction in the securities shall be governed by the Rules of Bursa Malaysia Securities Berhad and relevant authorities, Bank Negara Malaysia's Foreign Exchange Administration (FEA) rules, rules and regulations of such other exchange or market where the transactions are effected except where expressly stated to the contrary herein. In trading in the securities the Client shall be fully responsible to comply with all applicable laws and rules imposed by Bank Negara Malaysia (BNM) including foreign exchange control laws as issued from time to time by BNM and any such variations, supplements and/or amendments thereto.
- (b) Client understands that it is the Client's responsibility to submit the Client's details of its securities to BNM as prescribed by notice on FEA rules of BNM and the Client duly undertakes to do so, if applicable.
- (c) The Client also covenants that the Client shall not exceed the applicable thresholds for foreign investment/remittance as stipulated by BNM or Applicable law.
- (d) Client undertake to seek specific approval from BNM if Client currency conversion for the purpose of its investment abroad exceeds the applicable BNM threshold in a calendar year and further undertake to deliver to MSSB a copy of the specific approval granted by BNM to Client.
- (e) Client hereby consent to MSSB to disclose or inform BNM or other relevant regulatory authorities, if the same is required, following the disclosure/information made by Client to MSSB in accordance to BNM FEA rules. Client shall indemnify MSSB for any penalty that may occur arising from the Client's declaration/disclosure/information.
- (f) The Client agrees that MSSB may vary the Client's trading limit to trade in securities as determined by MSSB subject to the investment limits by BNM.

## **25.2 Correspondent Brokers**

MSSB is entitled to delegate the execution of the Client's orders for the securities to a correspondent broker of MSSB choice (the "Correspondent Broker"). As between the Correspondent Broker and MSSB, MSSB may be obliged to regard itself as being primarily responsible for the execution of the Client's orders. In this connection, the Client recognizes that MSSB may, but is not obliged to, take such measures (including effecting payment and settlement in respect of the Client's orders which have been executed) as may be necessary to ensure non-default of MSSB's own primary responsibility as aforesaid (notwithstanding that as between the Client and MSSB, the Client is in or has notified MSSB that he will be in default).

## **25.3 Information and Execution Delay**

The Client acknowledges that in trading in securities on foreign exchanges there may be delays in stock quotes and execution of orders via the Correspondent Broker. While MSSB will take reasonable care to mitigate any such delay, the Client agrees that neither MSSB nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Client in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of MSSB.

## **25.4 Commissions, Fees, Costs and Charges**

The Client agrees to pay MSSB such commissions, fees costs and other charges relating to the Client's account at such rate or rates as MSSB may from time to time determine.

## **25.5 Interest**

The Client agrees to pay interest to MSSB on all monies due and payable and not paid by the Client under their account or with respect to the transactions in the securities by the Client at the prevailing rate of MSSB. Such interest will be payable both before as well as after judgment.

## **25.6 Settlement Currency**

MSSB will calculate the value of the Client's transaction in the securities in Ringgit Malaysia using such exchange rate as MSSB may determine in its discretion. All transactions in the securities for the Client's account shall be settled in Ringgit Malaysia or, any other currency requested by the Client provided it is approved by the relevant authorities and agreed by MSSB, at a rate of exchange determined by MSSB. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any transaction in the securities for the Client's account.

## **25.7 Settlement Date**

Delivery and settlement between MSSB and the Client in respect of transactions in the securities shall be effected not later than the scheduled settlement date of the relevant exchange. Where the scheduled settlement date falls on a public holiday in Malaysia and/or Singapore, settlement between MSSB and the Client will be effected on the following market day for both Malaysia and Singapore.

## **25.8 Contra**

Contra deal(s) in respect of the earlier purchase contract(s) shall only be allowed at the absolute discretion of MSSB and subject to the laws, regulations and rules of the relevant exchange. MSSB shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from MSSB's refusal to allow the Client to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

## **25.9 Restricted Trading Days**

The Client's ability to trade in securities may be restricted to days when the Malaysian stock exchange Bursa Malaysia, is open for trading.

This means that the Client may be unable to trade in securities when the Malaysian stock exchange, Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which the Client wishes to trade may be open for trading. MSSB may at its absolute discretion (but is not obliged to) increase the trading days from time to time. MSSB shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from the restricted trading days of MSSB and the Client's inability to trade in securities when MSSB is not open for trading notwithstanding that the relevant exchange may be open for trading.

### **25.10 Acknowledgement of Risk**

The Client acknowledges and agrees that there are risks associated with dealings in securities in multiple markets in the manner contemplated herein and have read, understood and accepted the Risk Disclosure Statement and the risks disclosed as set out therein. The Client further confirms that MSSB shall not be responsible for the decision taken by the Client to deal in securities.

### **25.11 Automatic Liquidation**

If the Client does not pay for any securities which he purchases or settle any other transaction with respect to securities by the settlement date of the purchase contract, MSSB has the right to liquidate and impose charges on any or all of these transactions without notice to the Client. MSSB may but need not exercise this right on any day after the day on which the right to liquidate first arose. MSSB will not be liable to the Client with respect to securities purchase transactions on which the customer has defaulted on for any loss suffered by the Client as result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually sells the securities.

### **25.12 Nominee/Custodian**

MSSB may on the terms set out below hold all securities purchased for the Client either directly or through a Nominee or Custodian (who may effect such holding through a Sub-Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee/Sub-Custodian may or may not be within Malaysia and in the latter case, the Client consents to MSSB having absolute discretion in their appointment or approval in their appointment. All costs associated with the holding of the securities by any of them shall be for the Client's account. Accruals with respect to any and all securities so custodised, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as MSSB thinks fit) and credited into the Client's account.

The duties provided by MSSB as custodian of the securities purchased for the Client shall be:

- a) to hold or procure to be held to its order all documents evidencing ownership of the securities and identity in its books that all securities belong to the Client;
- b) to procure that all securities other than bearer securities are registered in the name of MSSB or such Nominee/Custodian or Sub-Nominees/Sub-Custodian which has been appointed. In these circumstances, the securities will still be held in such a way that it is readily apparent that the securities are not the property of MSSB or any Nominees/Custodian or Sub-Nominee/Sub-Custodian (as the case may be). The securities may be registered collectively with securities of other clients of MSSB in the same name and where so registered, the Client's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although MSSB and/or its delegate will maintain records such that it will be readily apparent the degree of the Client's interest in the commingled securities so collectively held but on the express understanding and agreement of the Client that where such commingling and aggregation of the securities of the Client and other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the securities, MSSB has full discretion as to the allotment of such entitlements as amongst its clients as it deems fit;
- c) to use its reasonable endeavors to collect and receive entitlements including income and other monies due with respect to the securities provided that the Client acknowledges and accepts that MSSB (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:
  - (i) exercise or discharge any obligations conferred or imposed by reason of MSSB's holding of the securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
  - (ii) send or give notice of any proxy form or other document which MSSB may receive in respect of the securities;
  - (iii) recognize any claim in the nature of a trust or equitable claim by anyone other than the Client in respect of the securities or any part thereof.
- d) to credit to the Client's account all income and other payments received by MSSB under paragraph(s) above;
- e) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the securities; and
- f) to keep or (to the extent reasonably practicable) procure to be kept by any Nominee/Custodian or Sub-Nominees/Sub-Custodian (as the case may be), such books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities held and transactions carried out by or on behalf of the Client.

### **25.13 Holding of Securities on Aggregate or Omnibus Basis.**

Without prejudice to the terms for the provision of Nominees/Custodian services with respect to the securities set out in paragraph 25.12 above, the Client acknowledges and consents to the fact that any securities belonging to the Client held with MSSB or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of MSSB on an aggregate or omnibus basis.

### **25.14 Exclusion of Liability**

MSSB shall not be liable for any loss, claim, damage, cost or expenses suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from or in connection with:

- a) the manner in which the Client's securities are held hereunder or the manner in which monies received or intended to



- be received are dealt with or the manner in which proxy forms or other documents and notices in relation to the securities are dealt with;
- b) the loss, theft or destruction of, or any damage to, any of the securities or certificates relating thereto,
  - c) the performance or non-performance of MSSB

except insofar as the same arises as a result of the fraud, gross negligence and/or willful default of MSSB.

While MSSB will use reasonable care in the selection of any Nominee, Custodians, agent or delegate, MSSB shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from or in connection with:-

- (i) the insolvency of any Nominee, Custodian, Sub-Nominee or Sub-Custodian; or
- (ii) any act or omission of any Nominee, Custodian, Sub-Nominee or Sub-Custodian.

except insofar as the same arises as a result of the fraud, gross negligence and/or willful default of MSSB.

MSSB shall not be liable for any act, omission or insolvency of any entry providing central depository, clearing and/or settlement facilities .

MSSB shall not be liable or have any responsibility to the Client for any loss or damage incurred or suffered by the Client if the performance of MSSB's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

### **25.15 Authorisation**

Without prejudice to any clause herein, MSSB is authorized (but is not obliged), either by itself, through a Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, to do any lawful act or thing which in the discretion of MSSB is necessary to preserve the integrity of the securities custodised and/or any account and/or to protect the reasonable interests of the Client and/or MSSB.

### **25.16 Utilisation of Securities**

The Client agrees that:

- a) any transfer of securities from the Client's account shall be at the cost of the Client and subject to MSSB prior consent and to the laws, regulations and rules of the relevant jurisdiction
- b) MSSB shall at all times have a general lien over any and all securities held by MSSB for the Client as security for any outstanding obligation owed by the Client to MSSB. MSSB may at all times exercise this lien by effecting a sell out of any or all of such securities and apply the net proceeds towards settlement or discharge of the Client's obligations to MSSB.

### **25.17 Termination**

Where MSSB is of the view, at its sole discretion, that the continued trading in the securities for the account of the Client is not to the mutual benefit of MSSB and the Client, MSSB may by notice in writing to the Client terminate trading in the securities for the account of the Client. Upon termination, MSSB shall be entitled to utilize any amount due to the Client and/or liquidate the securities and utilize the sales proceeds thereof to settle any outstanding amounts without further notice to the Client. Any amounts remaining with MSSB shall be refunded by MSSB to the Client in such manner as the Client shall direct. The remaining securities belonging to the Client held with MSSB shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Client shall specify at the cost and expense of the Client subject to the laws, regulations and rules of the relevant jurisdiction.

### **25.18 Variations**

The Client agrees that MSSB may at any time by notice in writing to the Client, vary, or add to these terms and conditions without prior consultation with the Client. Without limitation to the foregoing, such written notices may be included as part of the Client's monthly statement of account. Where the Client is not agreeable to such variations, the Client shall have seven (7) days from the date of the notice to object to such variation failing which such variations shall be deemed to be binding on the Client.

## 26 PERSONAL DATA NOTICE

Pursuant to the requirement of the Personal Data Protection Act 2010 (hereinafter referred to as the “Act”), we hereby issuing this notice to inform and explain on how Malacca Securities collects, uses, maintains and discloses your personal data in respect of commercial transactions. This personal data notice applies to any person whose personal data is processed by Malacca Securities.

“Malacca Securities”, “our”, “us”, or “we” in this notice refers to Malacca Securities Sdn Bhd, including its branches and its subsidiaries as well as related companies.

### A) NATURE OF PERSONAL DATA

The personal data processed by us may include your name, contact details, email address, job title and company name, age, gender, date of birth, national registration identity card number/passport number; race, religion, nationality, information of any past breaches of or convictions under any law and any other personal data provided by you required for the purposes set out below.

### B) PURPOSE OF MALACCA SECURITIES COLLECTING YOUR PERSONAL DATA

Subject to the relevant laws, Malacca Securities may use your personal data for the following purposes (“Purposes”):

- (a) To enable it to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, the rules of Bursa Malaysia Sdn Bhd or any other written law;
- (b) To enable it to discharge its contractual obligations;
- (c) To verify your financial standing through credit reference checks;
- (d) To respond to your enquiries and complaints and to resolve disputes;
- (e) To be used for internal record keeping;
- (f) To provide ongoing information about our products and services to people that we believe may be interested in such event, programs, products and services;
- (g) To provide services;
- (h) To research, develop and improve our products and services;
- (i) For employment opportunities in the event you have provided information for such purposes; and
- (j) Such other purpose relevant to the products and services provided by Malacca Securities.

### C) DISCLOSURE OF YOUR PERSONAL DATA

1. Subject to relevant laws, your personal data may be disclosed to:
  - (a) our subsidiaries, related and associated companies;
  - (b) the Bursa Malaysia, Securities Commission, Bank Negara Malaysia, the Malaysian Anti-Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;
  - (c) Credit reference agencies when you apply for any of our credit-based products such as margin facilities, collateral account, etc.
  - (d) our co-organisers of events, business partners and service providers;
  - (e) our Unit Trust Management or Fund Management Companies;
  - (f) auditors, solicitors, professional firms or entities;
  - (g) Parties authorised by you; and
  - (h) any other person which Malacca Securities may think fit.
2. Your personal data may be transferred or disclosed to a place outside of Malaysia, and by providing us your personal data you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with Malacca Securities including for storage purposes.

### D) SECURITY

The security of your personal data is our priority. We undertake, where practicable, to implement the appropriate policy and procedures in accordance with the applicable laws and regulations to safeguards your personal data from unauthorized or unlawful used.

### E) ACCESS AND CORRECTION TO YOUR PERSONAL DATA

1. You may access and request for correction of your personal data in which you have provided to Malacca Securities and in this respect, you may:-
  - (a) check if we hold or use your personal data and request access to your personal data;
  - (b) request for correction of any of your personal data which is inaccurate, incomplete or not up to date;
  - (c) request Malacca Securities to limit the process of your personal data, including personal data limiting to the persons who may be identified from your personal data;
  - (d) inform Malacca Securities on your withdrawal (in full or in part) of your consent given previously to Malacca Securities subject to any applicable legal restrictions, contractual conditions and a reasonable duration of time for the withdrawal of consent to be effected.
2. Please be informed we may charge a small fee depending on the information requested. We may also take steps to verify your identity before fulfilling your request for access to your personal data.
3. Please contact us using any the following modes if you have any enquiries or complaints in respect of your personal data:

Designated Contact Person	Administration Manager
Mailing address	1,3&5, Jalan PPM 9, Plaza Pandan Malim Business Park, Balai Panjang, 75250 Melaka.
Telephone No.	(606) 337 1533
Fax No.	(606) 337 1577
Email address	pdpa@msec.com.my

### F) FAILURE OF PROVIDING YOUR PERSONAL DATA

Unless otherwise specified by us at the time the personal data is collected, it is obligatory that you supply us with the personal data requested for by us. If you revoke to supply to us the above personal data, we may not be able to carry out the Purpose for which you have provided us the personal data and in addition, you may be in breach of the requirements of the relevant rules.

By providing to us your personal data, you hereby consent to the processing of your personal data in accordance with all of the above.

**NOTIS DATA PERIBADI**

Selaras dengan keperluan Akta Perlindungan Data Peribadi 2010 (selepas ini dirujuk sebagai “APDP”), kami dengan ini mengedarkan notis ini untuk memaklumkan dan menerangkan bagaimana Malacca Securities mengumpul, menggunakan, menyimpan, dan mendedahkan data peribadi anda berhubung dengan urusan komersial. Notis data peribadi ini adalah terpakai terhadap mana-mana pihak yang data peribadinya diproses oleh Malacca Securities.

“Malacca Securities” atau “kami” dalam notis ini merangkumi Malacca Securities Sdn Bhd, termasuk cawangan serta anak syarikatnya dan syarikat-syarikat berkaitan Malacca Securities Sdn Bhd.

**A) SIFAT DATA PERIBADI**

Data peribadi anda yang diproses oleh kami termasuk nama, maklumat perhubungan, alamat e-mel, jawatan dan nama syarikat, umur, jantina, tarikh lahir, nombor kad pengenalan/passport, bangsa, agama, kewarganegaraan, maklumat tentang apa-apa pelanggaran atau tuduhan di bawah mana-mana undang-undang, perkhidmatan yang berkaitan yang diberikan kepada anda dan apa-apa data peribadi lain yang dibekalkan oleh anda untuk tujuan yang dinyatakan di bawah.

**B) TUJUAN PENGUMPULAN DATA PERIBADI OLEH MALACCA SECURITIES**

Tertakluk kepada undang-undang yang berkaitan, kami bakal menggunakan data peribadi anda untuk tujuan berikut (secara keseluruhan “Tujuan”):

- (k) Untuk membolehkan kami melaksanakan semua tugas dan obligasi kami di bawah Akta Pasaran Modal dan Perkhidmatan 2007, Akta Suruhanjaya Sekuriti 1993, Akta Perindustrian Sekuriti (Depository Pusat) 1991, peraturan-peraturan Bursa Malaysia Sdn Bhd atau mana-mana undang-undang bertulis;
- (l) Untuk membolehkan kami melaksanakan semua obligasi kontrak;
- (m) Untuk mengesahkan kedudukan kewangan anda menerusi semakan rujukan kredit;
- (n) Untuk menjawab pertanyaan dan aduan anda serta menyelesaikan pertikaian;
- (o) Untuk penyimpanan rekod dalam kami;
- (p) Untuk memberikan maklumat berkenaan produk-produk dan perkhidmatan kami kepada orang yang kami percayai akan berminat dengan produk-produk dan perkhidmatan tersebut;
- (q) Untuk memberikan perkhidmatan;
- (r) Untuk penyelidikan dan penambahbaikan produk-produk dan perkhidmatan;
- (s) Bagi peluang pekerjaan sekiranya anda telah memberikan maklumat untuk tujuan itu; dan
- (t) Untuk apa-apa tujuan lain yang berkaitan dengan produk dan perkhidmatan yang disediakan oleh Malacca Securities.

**C) PENDEDAHAN DATA PERIBADI ANDA**

1. Tertakluk kepada undang-undang yang berkaitan, data peribadi anda mungkin didedahkan kepada:
  - (i) anak-anak syarikat dan syarikat-syarikat berkaitan dan/atau bersekutu kami; ;
  - (j) Bursa Malaysia, Suruhanjaya Sekuriti, Bank Negara Malaysia, Suruhanjaya Pencegah Rasuah Malaysia, Suruhanjaya Syarikat Malaysia, Jabatan Pendaftaran Pertubuhan dan pihak berkuasa penyeliaan, kerajaan atau pihak berkuasa lain yang berkaitan;
  - (k) Agensi rujukan kredit apabila anda memohon mana-mana produk kami yang berasaskan credits seperti kemudahan margin, akaun cagaran dan sebagainya.
  - (l) Penganjur acara bersama, rakan-rakan kongsi perniagaan dan pemberi khidmat kami;
  - (m) Syarikat Pengurusan Unit Amanah atau Dana;
  - (n) Juruaudit, peguam, firma-firma atau entiti-entiti profesional;
  - (o) Pihak yang diberi kebenaran oleh anda; dan
  - (p) mana-mana pihak lain yang dianggap sesuai oleh Malacca Securities.
2. Data peribadi anda mungkin akan dihantar atau didedahkan ke lokasi-lokasi di luar Malaysia, dan dengan memberikan data peribadi anda kepada kami, anda bersetuju dengan pemindahan tersebut yang diperlukan untuk menyediakan perkhidmatan yang anda minta dan untuk pelaksanaan apa-apa obligasi kontrak anda dengan Malacca Securities, termasuk untuk tujuan penyimpanan.

**D) SEKURITI**

Keselamatan data peribadi anda merupakan keutamaan kami. Kami berusaha, jika dapat dilaksanakan, untuk melaksanakan dasar dan prosedur yang sesuai selaras dengan undang-undang dan peraturan untuk melindungi data peribadi anda daripada pemprosesan yang tidak dibenarkan atau menyalahi undang-undang.

**E) AKSES DAN PEMBETULAN DATA PERIBADI ANDA**

3. Anda boleh mengakses dan meminta untuk pembetulan data peribadi anda di mana anda telah diberikan kepada Malacca Securities dan dalam hal ini, anda boleh:-
  - (e) memeriksa jika kita memegang atau menggunakan data peribadi anda dan minta akses kepada data peribadi anda;
  - (f) permintaan untuk pembetulan data peribadi anda yang tidak tepat, tidak lengkap atau tidak dikemas kini;
  - (g) meminta Malacca Securities untuk menghadkan pemprosesan data peribadi anda, termasuk menghadkan data peribadi orang yang boleh dikenal pasti daripada data peribadi anda;
  - (h) memaklumkan Malacca Securities bahawa anda ingin menarik balik (sepenuhnya atau sebahagian) kebenaran anda yang telah diberikan kepada Malacca Securities sebelum ini, tertakluk kepada sebarang sekatan undang-undang, syarat-syarat kontrak dan tempoh masa yang munasabah.
4. Dimaklumkan bahawa kami mungkin akan mengenakan yuran yang rendah bergantung pada maklumat yang diminta. Kami juga mungkin mengambil langkah untuk mengesahkan identiti anda sebelum memenuhi permintaan anda untuk mengakses data peribadi anda.
5. Sila hubungi kami melalui pos, telefon, faks atau e-mel seperti yang diberikan di bawah sekiranya anda mempunyai apa-apa pertanyaan atau aduan berkenaan dengan data peribadi anda

Perjawatan orang yang boleh dihubungi	Pengurus Pentadbiran
Alamat Pos	1,3&5, Jalan PPM 9, Plaza Pandan Malim Business Park, Balai Panjang, 75250 Melaka.
No. Telefon	(606) 337 1533
No. Faks	(606) 337 1577
Alamat E-mel	pdpa@msec.com.my

**F) KEGAGALAN MEMBERIKAN DATA PERIBADI ANDA**

Sekiranya tidak dinyatakan sebaliknya oleh kami pada masa pengumpulan data peribadi, adalah wajib bahawa anda membekalkan kami dengan data peribadi yang diminta oleh kami. Sekiranya anda gagal untuk membekalkan data peribadi yang dinyatakan di atas, kami mungkin tidak dapat memproses data peribadi anda bagi mana-mana Tujuan yang dinyatakan di atas dan anda mungkin melanggar syarat-syarat bagi peraturan-peraturan yang berkaitan.

Dengan membekalkan data peribadi anda kepada kami, anda dengan ini, membenarkan pemprosesan data peribadi anda selaras dengan segala yang dinyatakan di atas.