

TERMS AND CONDITIONS FOR DERIVATIVES TRADING

Kenanga Futures Sdn. Bhd. (Registration No. 199501024398(353603-X)) is a holder of the Capital Markets and Services License pursuant to Section 58 of the Capital Markets and Services Act 2007 and is a Trading Participant of Bursa Malaysia Derivatives Berhad ("Exchange") with its registered address at Level 17, Kenanga Tower, 237 Jalan Tun Razak, 50400 Kuala Lumpur ("KF").

The Client whose name and address for service appears in the account opening application form ("Client") is desirous to maintain an Account with KF for the purpose of trading in Derivatives.

These are the terms and conditions ("Terms") applicable to any account, product, or facility which KF may from time to time provide to the Client ("Service"). These Terms may be supplemented for a product or facility ("Service Supplement") and these Terms shall be read together and construed as one document. In addition to these Terms, the Client shall also be bound by any other applicable terms and conditions agreed between the Client and KF relating to account opening. The Client agrees that these Terms including any amendments as may be made by KF from time to time in its sole discretion shall form an integral part of the account opening form for the opening of any account, product or facility and governs the contractual relationship between KF and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

In this Terms and the recitals, the following words have these meanings unless a contrary intention appears:

- (a) Except as set out in sub-clause 1.1(b), capitalised terms defined in the Act have the same meaning in this Terms;
- (b) "Act" means the Capital Markets and Services Act 2007, as may be amended from time to time;

"Adjustment Agreement" means one of two or more standardised agreements the effect of which is that -

- (a) a particular person will either be under an obligation to pay, or will have a right to receive, an amount of money depending on a state of affairs existing at a particular future time including, without prejudice to the generality of the foregoing, a state of affairs that relates to fluctuations in the value or price of an instrument or other property, or in the numerical level of an index, an interest rate or other factor; and
- (b) the amount of money will be calculated in a particular manner by reference to that state of affairs,

whether or not the agreement is capable of being varied or discharged before that future time;

"Approved Securities" means such securities as are approved for lodgment with the Clearing House of the Futures Exchange on which Dealings in a Futures Contract take place;

"Base Lending Rate" means Standard Chartered Bank Malaysia Berhad's "Base Lending Rate" used as the basis for determining the rate of interest at which Standard Chartered Bank Malaysia Berhad is willing to make loans denominated in Malaysian Ringgit, as determined by Standard Chartered Bank Malaysia Berhad for time to time in accordance with its usual practice;

"Clearing" means the function of clearing Contracts through the Clearing House and includes the registration of Contracts with the Clearing House (where applicable), the payment to the Clearing House of any deposits and variation margins payable in respect of such Contracts and the Closing out of open positions in respect of Contracts, and "Clear", "Clearer" and "Cleared" have corresponding meanings;

"Clearing Broker" means the futures broker engaged by the Client for the purpose of clearing a Contract on a Futures Exchange and unless specified otherwise shall mean KF;

"Clearing House" means Bursa Malaysia Derivatives Clearing Berhad or such other body as may be appointed by Futures Exchange for the Clearing of Contracts traded on the relevant exchange or where any Dealing in a Contract takes place on a Specified Exchange, the clearing house of the relevant Specified Exchange;

"Clearing Participant" means a Participant of the Clearing House;

"Close-out" has the meaning set out in Section 2 of the Act;

"Companies Act 2016" shall also include any statutory amendments or re-enactment thereof and every other legislation made thereunder for the time being in force;

"Dealer's Representative" means a holder of a Capital Markets Services Representative's Licence issued by the Securities Commission for dealing in derivatives;

"Contract" means a Futures Contract;

"Deal" means to "trade" as defined in the Act and Deals, Dealt, Dealing, Dealings have corresponding meanings;

"Designated Agent" means an agent of KF appointed to Deal in Contracts on a Specified Exchange;

"Executing Broker" means the futures broker engaged by the Client for the purpose of acquiring or disposing of a Contract on a Futures Exchange and unless specified otherwise shall mean KF;

"Execution" means to buy or sell Contracts on the Trading System and "Execute" and "Executed" have corresponding meanings;

"Futures Contract" or "futures contract" has the meaning set out in Section 2 of the Act;

"Futures Exchange" means Bursa Malaysia Derivatives Berhad or any Specified Exchange;

"Kenanga Group" means Kenanga Investment Bank Berhad, its subsidiaries and/or its Related Corporation existing now or in the future;

"Open Position" means a Contract held by a party which has not been Closed Out;

"Options Contract" or "options contract" means a Futures Option or and Eligible Exchange Traded Option;

"Related Corporation" means, in relation to one of the parties, any entity controlled, directly or indirectly, by the party, any entity that controls, directly or indirectly, the party or an entity directly or indirectly under common control with the party. For these purposes, "control" of any entity or party means ownership of the majority of the voting power of the entity or party;

"Specified Exchange" means a person or body that operates a futures market outside Malaysia and is specified as a Specified Exchange under the Act, as may be amended from time to time;

"Statement" means a trading advice, contract note, a statement showing Open Positions and/or transactions or any other document relating to, or affecting the Client's Trading Account;

"Trading Account" or "Account" means any trading account opened in the name of the Client with KF pursuant to these Terms;

"Trading Limit" means the limitations referred to in Clause 13 applicable from time to time;

"Trading Participant" means a participant of the Futures Exchange on which a Dealing takes place; and

"Trading System" means the system or other trading facilities connected to Futures Exchange by which Contracts are regularly made.

1.2 Interpretation:

In these Terms, unless the context otherwise requires:

- (a) The singular includes the plural and vice versa, words importing a gender include every other gender, headings shall not affect the construction of these Terms, any covenant, acknowledgment or agreement on the part or in favor of two or more persons shall be deemed to bind them or be in favor of them jointly and each of them severally and references to documents, statutes, articles and by-laws are the same as amended, supplemented or replaced from time to time.
- (b) Wherever Contracts are to be Dealt on a Specified Exchange references to the Dealing in such Contracts by KF include a reference to KF Dealing in such Contracts via a Designated Agent.
- (c) The business rules of the Futures Exchanges and the business rules of the Clearing House shall be incorporated by reference into these Terms.

2. SERVICES TO BE PROVIDED BY KF

2.1 Execution:

Subject to these Terms:

- (a) The Client appoints KF as the Client's Executing Broker in relation to Dealing in Contracts and to maintain and operate Trading Account(s) with KF in relation to Dealing in Contracts.
- (b) The Client authorises KF to Deal in exchange for physical transactions in accordance with the Client's instructions.
- (c) KF reserves the right to assign a Dealer's Representative for the Client or replace any Dealer's Representative that has been earlier nominated by the Client to act for the Client.

2.2 Clearing:

Subject to these Terms:

- (a) Unless the Client nominates another Clearing Participant or, where the Client is a Clearing Participant, it nominates itself, at the time of providing KF with Execution instructions, the Client shall be deemed to have nominated KF as the Clearing Participant to whom the Client's Contracts are to be allocated and through whom the Client's Contracts are to be Cleared.

2.3 Right of KF to refuse to deal:

- (a) KF reserves the right to refuse to Execute Contracts and/or Clear any of the Client's Contracts (other than Closing out existing Open Positions held in KF's account on behalf of the Client) or to limit the number of Open Positions held on behalf of the Client. KF will inform the Client of any such refusal or limitation at or before the time of the Client providing KF with instructions to Execute Contracts or directing or requesting that the Contracts be allocated to KF or (in either case) as soon as possible thereafter. Without limiting the generality of the foregoing, KF may refuse to Execute Contracts or Clear any of the Client's Contracts where:-
 - (i) Upon directions from the Futures Exchange; or
 - (ii) if KF were to Execute such instructions or accept the allocation of the Client's Contracts from the Client or the Executing Broker, such acceptance would result in the Client exceeding a Trading Limit **PROVIDED THAT** where KF has Executed the Client's instructions and KF has been nominated as the Clearer of such Contracts, KF may not refuse to Clear such Contracts;
- (b) If KF does decline to Clear any of the Client's Contracts, those Contracts shall be dealt with as if KF or its relevant Designated Agent had not been nominated in respect of them and the Client shall have no right or claim against KF arising from such refusal and the Client shall indemnify KF and its Designated Agents against any claim, demand, loss, liability, cost, expense or outgoing which KF or its Designated Agents may suffer or incur as a result thereof or in connection therewith including, without limitation, any of same suffered or incurred as a result of any agreement or arrangement entered into by KF or its Designated Agent, or the Dealer's Representative with the Executing Broker; and

(c) Except where KF is the Executing Broker, the Client shall at all times keep KF informed of the Contracts in respect of which KF is nominated as Clearer.

3. **RELATIONSHIP - GENERAL**

3.1 KF and the Client agree that:

- (a) where KF on behalf of the Client Deals in a Contract on any Futures Exchange, KF in Dealing in Contracts shall vis-a-vis third parties Deal as principal and shall have assumed a personal (principal) obligation when Dealing for the Client notwithstanding that in entering into such transactions it may be acting on the instructions of the Client; and
- (b) notwithstanding Clause 3.1(a) above, the Client has hereby appointed KF as the Client's agent for the purpose of Dealing in Contracts and KF enters into such Contracts and assumes such obligations for, on behalf of and as agent for the Client.

4. **INSTRUCTIONS FROM CLIENT**

4.1 Except where these Terms requires a notice or instruction to be given in writing, the Client may give instructions to KF under these Terms orally or in writing. For the avoidance of doubt, written instructions include instructions given by facsimile and oral instructions may be given by telephone.

4.2 The Client may from time to time give notice to KF of any person or persons authorized to give instructions to KF on behalf of the Client in accordance with and for the purposes of these Terms. Any such notice shall be in writing and shall set out the name of the person or persons so authorized. At the date of these Terms the persons so authorized by the Client are set out in Part 4 of the Schedule. Any such authority may be revoked but such revocation shall, as between KF and the Client, only be effective upon receipt by KF of written notice of revocation.

4.3 Where the Client is a corporation, in the absence of express notice to the contrary by the Client to KF, in addition to those persons authorized in accordance with Clause 4.2, the Client authorizes its directors and secretaries jointly and each of them severally as its lawful agent and attorney for the purposes of these Terms.

4.4 KF shall be entitled to assume:

- (a) the genuineness and authenticity of any instructions given or purportedly given by or on behalf of the Client; and
- (b) that any person claiming to be a person authorized by the Client details of whom have been given to KF in accordance with Clause 4.2 is in fact that person.

KF shall not be obliged to make any enquiry as to any of the matters referred to in Clauses 4.4(a) and (b) above and shall be entitled to act, and the Client hereby instructs KF to act, upon any such instructions believed by it to be genuine and to be given by a person duly authorized to give such instructions.

4.5 In the absence of any notice to KF of the persons authorized to give instructions on behalf of the Client, KF may rely on the instructions of the Client which KF believes to be given by the Client or any person authorized by the Client without verifying the identity of the person purporting to give such instructions and the Contracts executed pursuant to such instructions shall accordingly be binding on the Client. KF shall not be liable to the Client for acting upon any instructions communicated or purportedly communicated by the Client or any other persons authorized to trade on behalf of the Client to KF notwithstanding that it is subsequently shown that such instruction was not given by the Client or any other persons authorized to trade on behalf of the Client. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorized persons or any error, loss or delay resulting from the transmission of the instructions are entirely the risk of the Client for which KF shall not be liable for.

4.6 Where any instruction is ambiguous or inconsistent with any other instruction, KF shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of KF believes in good faith to be the correct interpretation. The Client shall not hold KF liable in any way for acting on inconsistent, ambiguous or incomplete instructions.

4.7 The Client is aware that signatures on facsimile or electronic mail instructions may be superimposed fraudulently or without proper authority when transmitted to KF and the Client shall give KF facsimile or electronic mail instructions assuming such risks. KF shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by the Client as a result of KF acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with the Client's specimen signature.

4.8 The Client acknowledges that, due to the physical restraints on the Futures Exchange and because of the rapid changes in the prices of commodities that frequently take place, there may, on occasion, be a delay in making prices or in dealing and KF may not always be able to trade at the prices or rates quoted at any specific time or "at best" or "at market". KF shall not be liable for any loss whatsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client. Where KF is for any reason whatsoever unable to perform the Client's order in full, it may in its discretion effect partial performance only.

5. **SPECIFIC ACKNOWLEDGMENTS & DECLARATIONS BY THE CLIENT**

5.1 The Client agrees and acknowledges that:

- (a) in Dealing in Contracts under these Terms, the Client and the Client's transactions in respect of the Client's Trading Account shall be subject to:
 - (i) the Act, any instrument issued in accordance with the Act, the rules, regulations, orders, by-laws as promulgated by the Futures Exchange, Clearing House, the Securities Commission, Bank Negara Malaysia or any other relevant authorities and KF's and the Kenanga Group's internal policies and procedures; and
 - (ii) customs, usages and practices of the relevant Futures Exchange and Clearing House of such Futures Exchange on which Dealing in a Contract occurs, except to the extent in consistent with paragraph (a)(i) above;
- (b) Dealing in Contracts may create an obligation to give or take delivery or make cash adjustment in accordance with the terms of a Contract;

- (c) (i) any benefit or right obtained by KF in its dealings with Futures Exchange or by KF or its Designated Agent upon registration of a Contract in its name with the Clearing House by way of assumption of liability of the Clearing House under any Contract or any other legal result of such registration is personal to KF and such benefit or right or other legal result does not pass to the Client; and
- (ii) with respect to those Dealings, if any, on Futures Exchange and all Contracts registered by KF in its name with the Clearing House of Futures Exchange, the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than KF as provided in these Terms;
- (d) Clauses 3.1(a) and 5.1(c) should not affect any right, entitlement or remedy of KF against Client and vice-versa;
- (e) All Contracts Executed by KF under these Terms are initiated by the Client and the decision to enter into and Execute those Contracts is that of the Client's;
- (f) Dealing in Contracts incurs the risk of loss as well as the prospect of profit;
- (g) unless otherwise agreed in writing, Dealing in Contracts on behalf of the Client may require the buying or selling of foreign currency and the exchange rate which shall apply is the exchange rate determined by KF to be applicable at the time the Client's money is exchanged by KF;
- (h) KF and its Designated Agents Deals in Contracts as principal on their own account and the Client is aware of and acknowledges the right of KF and/or its Designated Agents (knowingly or unknowingly) either on their own account or on behalf of other clients to take the opposite position to the Client in Contracts and the Client acknowledges KF's and its Designated Agents' right to do so and to charge the Client the agreed/permitted brokerage and other amounts as if KF the relevant Designated Agent had not taken the opposite position to the Client;
- (i) KF will be trading as a principal at all times notwithstanding that KF will be carrying out the instructions of the Client. Any benefit or rights accruing to KF (or its Designated Agent) in relation to its dealings with the Futures Exchange or in relation to any registration of a futures contract with the Clearing House is personal to KF (or its Designated Agent) and need not be passed by KF to the Client. Without prejudice to the generality of the foregoing, KF (or its Designated Agent) may, without reference to the Client, aggregate the Client's Contracts with the contracts of other clients and/or other directors, officers, or employees of KF (or its Designated Agent), and may receive and retain for KF's (or its Designated Agent's) own benefit any commission, fee, rebate or other preferential treatment offered by any person through whom any Contract is effected;
- (j) the Client will take all reasonable steps to obtain and communicate to KF all information, and deliver or cause to be delivered to KF all documents with respect to Dealings in Contracts on a Futures Exchange which are requested by a person having a right to request such information or documents. The Client also authorises KF to produce the information or documents to the requesting party.
- (k) the Client's and its officers' and employees' telephone conversations with KF or the Dealer's Representative can be recorded by KF, the Dealer's Representative or a Futures Exchange and used by KF for such purposes as KF reasonably see fit and that all orders made through the telephone shall be deemed to be confirmed and binding on the Client and that KF may operate the Client's Trading Account in accordance with the Client's 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 the Client from time to time in writing and KF shall not be made responsible or liable for any loss that may result from any unauthorized instructions, howsoever arising;
- (l) the Client has full power and authority and has obtained all necessary approvals to enter into these Terms and to Deal in Contracts in any manner permissible under or contemplated by these Terms, and the person executing these Terms has full power and authority to execute these Terms on behalf of the Client;
- (m) any of the Client's information, the Client's Trading Account information, data and documents provided to and/or retained by KF whether in oral or written form, and regardless of the manner by which it is provided, may be made available and disclosed, without limitation, to KF's advisors' agents, third party service providers and also to Kenanga Group and their respective officers, employees and directors;
- (n) the Client, acting alone or in concert with others, will at all times abide by any limits set by a Futures Exchange or Clearing House including but not limited to, the number of Open Positions the Client may hold or on the number of Option Contracts that may be exercised at one time;
- (o) KF will not be responsible or liable for any delays or errors in the execution or transmission of the Client's instructions or Deals save and except for delays or errors occasioned through KF's fraud or gross negligence;
- (p) KF may use the services of other futures brokers to Deal in Contracts on any Futures Exchange;
- (q) KF may amend, vary or supplement any terms or conditions hereunder or any specific term or conditions relating to these Terms by notice to the Client by notice in writing and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be);
- (r) KF may refer or carry out checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client for any purposes which KF deems fit;
- (s) KF may have the absolute discretion to close the Client's Trading Account without giving any reasons and that KF may impose such other terms and conditions upon approval and from time to time, if deemed necessary;
- (t) that the Client shall not hold KF or any of its officers, employees or agents responsible or liable for whatever losses incurred as a result of such officers, employees or agents carrying out or performing any of KF's obligations hereunder and/or acting in accordance with the Client's instructions in connection with this account;
- (u) authorises KF at any time and from time to time during the existence of these Terms without prior notice to the Client, to transfer from or to (as the case may be) any of the Client's other accounts held with KF, its associate and/or related companies any of the money, securities or other property of the Client (where held alone or jointly with others) as KF may deem to be reasonably required for margin in any of the Client's accounts or to reduce or satisfy in full any of the Client's indebtedness to KF in such account, provided that KF shall within a reasonable time after making any such transfer send a written confirmation thereof to the Client; and
- (v) If requested by the Futures Exchange, the Client shall disclose to KF all information, and deliver or cause to be delivered all relevant documents pertaining to the information in particular:-

- (i) whether any transaction and instruction to trade in Contracts in the Trading Account is carried out on another person's behalf;
- (ii) the name and sufficient particulars of the ultimate beneficial owner of the Trading Account; or
- (iii) the ultimate person on whose behalf the instruction to Deal in Contracts is carried out

5.2 The Client hereby declares and warrants to KF on a continuing basis that:

- (a) where the Client is an individual :
- (b) the Client is legally capable of validly entering into and performing these Terms and that he or she has attained the age of 18 years and is of sound mind, not a bankrupt and there is no pending bankruptcy proceedings against the Client;
- (c) where the Client is a body corporate:
 - (i) no winding-up proceedings has commenced against the Client as at the date hereof;and
 - (ii) the execution and delivery of these Terms and the performance of any of the transaction contemplated herein will not contravene any power or authority given by the Client and its directors and these Terms and all Contracts constitute legal, valid, binding and enforceable obligations of the Client;
- (d) if the Client is a partnership:
 - (i) the liability of each person in the partnership under these Terms shall be joint and several;
 - (ii) any one of them shall have full authority to give any instruction with respect to the Trading Account or any Contract including, but not limited to, instructions with respect to buying or selling or withdrawals of funds;
 - (iii) notwithstanding any other arrangements which may have been made between the partners, the rule of survivorship shall apply to the Trading Account and on the death of anyone of them, the monies, securities and other property standing to the credit of the Trading Account and any other money or property held by KF (whether by way of security or for sale, custody or collection or any other purpose whatsoever) shall be held to the order of the survivor(s) of them; and
 - (iv) these Terms shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or the retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise.
- (e) the information and document given by the Client or on the Client's behalf to KF and/or the Dealer's Representative in connection with the opening of the Trading Account (including the information contained in the Opening of Account Form) herein is true and correct and that the Client has not withheld any material fact or information from KF. KF is hereby authorised to verify, in any manner with any third party, any information furnished by the Client as KF deems fit and the Client further undertakes to furnish KF with such further additional information as KF may require from time to time;
- (f) the Client has sufficient income and liquid assets to meet its obligations in respect of the Contracts proposed and that such activity is suitable for the Client;
- (g) the Client is neither engaged in any unlawful activity nor are the Client's monies obtained from any illegal source or related to any illegal activity; and
- (h) the Client shall at all times adhere to and comply with the Anti-Money Laundering, Anti-Terrorism Financing, Proceeds of Unlawful Activities Act 2001 ("AMLA")with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with KF, and in particular:-
 - (i) shall disclose to KF the particulars of the ultimate beneficial owner of the Trading Account in the event the Client is not the ultimate owner of the said Trading Account; and
 - (ii) shall provide KF with all relevant information 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.

KF may, at its sole and absolute discretion, refrain from acting until such information is furnished by the Client to it, and verify such information received from the Client to its satisfaction. Further, KF may refrain from doing anything as a result of such information that would or might in its opinion be contrary to any relevant law, directive or regulation and may do anything that is in its opinion necessary to comply with such laws, directive or regulation.

6. DEPOSITS AND MARGINS CALLS

6.1 The Client agrees and acknowledges that:-

- (a) KF may, at any time, call (orally or in writing) the Client for payment of deposit or margin (by whatever terms those obligations are described) such money (or call for the lodgment of Approved Securities in lieu thereof) as KF, in its absolute discretion, feels is necessary to protect itself from the personal obligation incurred by Dealing in Contracts on behalf of the Client and the Client shall forthwith make such further payment to KF and do all such acts and things and execute all such instruments and documents pursuant to the call made by KF. Where appropriate in the opinion of KF, KF may call for the payment of deposit or margin in a currency other than Malaysian Ringgit;
- (b) the time for payment of deposit and margin is of the essence and if no other time is stipulated by KF prior to or at the time of calling deposit and/or margin then the Client is required to comply before the commencement of trading on the following day on which Futures Exchange, are open for business. KF may, in its absolute discretion, specify orally or in writing a shorter time (being not less than 2 hours) or a longer time (which shall only be effective when notified or confirmed in writing) for payment. If the Client fails to comply with the prescribed time for payment, the Client shall pay penalty interest thereon at such rate as KF may in its sole discretion prescribe;
- (c) liability to pay deposit or premium in respect of an Option Contract accrues at the time a Contract is executed regardless of when a call is made;

- (d) liability to pay margin accrues at the time the margin comes into existence and arises irrespective of whether or not a call is made and, if a call is made, irrespective of the time the call is made;
- (e) all deposit and margin payments shall be made in immediately available (cleared) funds unless otherwise agreed in advance by KF;
- (f) the Client's liability in respect of deposit and margin is not limited to the amount, if any, deposited with KF;
- (g) KF may in its absolute discretion vary deposit or margin requirements and shall not be obliged to apply the deposit or margin requirements applicable on a Futures Exchange where any Dealing takes place, provided that KF shall not call amounts less than the minimum deposit or margin required by the relevant Futures Exchange;
- (h) KF shall have no obligation to Close-out any Contract but if KF exercises its right to Close-out, the Client is responsible for any deficit owing after Closing out of a Contract;
- (i) otherwise than as provided by the business rules of a Futures Exchange, the Client has no right to request KF, and KF shall be under no obligation, to extend credit directly or indirectly to the Client; and
- (j) the Client undertakes to indemnify and keep indemnified KF or its Designated Agent against all demands, claims, actions, losses, damages, liabilities, costs and expenses arising out of, in relation to or in connection with (whether directly or indirectly) any failure by the Client to provide any margin or lodge any securities with KF hereunder,

provided that the provisions of Clauses 6.1 (a), (b) and (h) shall not apply to those Contracts which are allocated to and registered in the name of a Clearing Participant other than KF or its Designated Agent, other than where such Contracts have been allocated to and registered in the name of such Clearing Participant on the account of KF or its Designated Agent (in turn on the account of KF).

7. CLIENT'S DEFAULT

7.1 Events of Default:

The Client agrees that if any of the events set out below occur, KF may (but shall not be obliged to) exercise the rights set out in Clause 7.2:

- (a) the Client fails to pay when due any sum payable under these Terms including, without limitation, where the Client fails to meet a call for deposit or margin or, where applicable, lodge Approved Securities in lieu thereof;
- (b) the Client becomes bankrupt or enters into a composition, scheme or arrangement with or for the benefit of creditors or goes into liquidation (voluntarily or otherwise) or any administrator, liquidator, receiver, receiver and manager, official manager or similar person is appointed or the Client takes any step preliminary to any of the foregoing;
- (c) the Client becomes insolvent or unable to pay its debts as and when they fall due or commits any act of bankruptcy or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the Client or an administration order or winding up order is made against the Client;
- (d) the Client, being a natural person, dies or becomes of unsound mind or his or her person or estate is or becomes liable to be dealt with in any way under any law relating to mental health;
- (e) the Client proposes or imposes a moratorium on payments to creditors or ceases or threatens to cease carrying on business;
- (f) the Client has failed to comply with the relevant rules and regulations including KF's and the Kenanga Group's internal policies and procedures and any of its obligations, representations, warranties and undertakings under these Terms or such representations, warranties, or undertakings proves to be incorrect or misleading in any material way;
- (g) any guarantee of or security for the Client's obligations to KF is, without the prior written consent of KF, dishonoured or withdrawn or becomes defective or insufficient;
- (h) in the absence of the Client making alternative arrangements satisfactory to KF, the Client is at any time not contactable by KF immediately in order for KF to obtain instructions or call for deposit or margin;
- (i) the Client uses, or the Client allows the Trading Account to be used for the purpose of money laundering or in breach of applicable money laundering regulations;
- (j) the conduct of the Client is such that a reasonable futures broker would be of the view that the Client would be unable to comply with all the Client's obligations under these Terms, including (without limiting the generality of the foregoing) strict compliance with any time limits;
- (k) the Client is or becomes a director, partner or employee of any Trading Participant of the Futures Exchange, other than KF;
- (l) the Client does not comply in any respect whatsoever with any Trading Limit;
- (m) where KF having used reasonable endeavours has failed to obtain any instructions from the Client in respect of any transaction; and
- (n) KF considers it necessary or desirable for its own protection.

7.2 Rights of KF on Default:

Upon the occurrence of any of the events set out in Clause 7.1 and (where such event is capable of remedy) the failure by the Client to remedy such event to KF's satisfaction in its absolute discretion, KF shall (without limiting KF's other rights under these Terms and at law) in its absolute discretion, without creating an obligation to do so, without notice to the Client and at such times as KF in its absolute discretion may determine, be entitled to do any of or all of the following:

- (a) Close out all or some of the Client's Contracts;
- (b) exercise or abandon (leave to expiry) any Option Contract not yet exercised and/or cover such Option Contract by entering into further Contracts;
- (c) to decline to take further instructions from the Client in respect of any Dealing;
- (d) to make, on an exchange or otherwise, any contract for the sale, purchase or other acquisition or disposal of any securities, futures contracts or commodities for the purpose of meeting obligations, or of hedging risk to which it is exposed, in relation to the Client's default;
- (e) cancel any or all outstanding orders or contracts or any other commitments made by the Client;
- (f) cover Contracts including by entering into an exchange for physicals on behalf of the Client or enter into any contract to hedge the risk to which it is exposed as a result of the Client's default;
- (g) realize any Approved Securities or other property deposited by the Client with KF as agent for the Client (authority for which the Client hereby irrevocably grants to KF) at KF's discretion and on such terms and conditions as KF deems fit and KF may complete and execute all such instruments as may be necessary or desirable to exercise the powers set out above in respect of the Client's property or Approved Securities and apply the proceeds of such sale by way of set-off against any liability or deficiency of the Client to KF;
- (h) apply any sums deposited with KF by way of deposit or margin standing to the credit of any segregated account of the Client against that deficiency;
- (i) convert any amount owed by the Client (including any interest) into Malaysian Ringgit either at the date of the Client's default, on the date on which the Client pays the amount owed or (at the election of KF) on any other date determined by KF;
- (j) terminate these Terms; and
- (k) exercise any other power or right which KF may have under these Terms in law or equity or otherwise whatsoever.

7.3 The Client shall give KF notice of any event of default as soon as it becomes aware of its occurrence.

7.4 The Client agrees that any amounts recoverable in respect of an event of default are a reasonable pre-estimate of loss and not a penalty.

7.5 In the event that:

- (i) the Client dies or an order is made or a resolution or passed for the winding up of the Client (other than for the purpose of reconstruction or amalgamation) or an administration order is made in respect of the Client (or any equivalent event occurs under applicable laws) occurs, all Contracts shall be settled automatically on the early settlement date which shall be the date of death or of the order or resolution specified therein and all other sums due or to become due to KF shall become immediately due and owing; or
- (ii) any other event of default occurs, KF may by notice in writing require early settlement of any or all Contracts to take place on the early settlement date stipulated in such notice, being not earlier than the date of such notice, and all sums due or to become due to KF shall become immediately due and owing.

8. **APPOINTMENT OF ATTORNEY**

Effective upon the occurrence of any of the events set out in Clause 7.1 the Client hereby irrevocably appoints KF and every authorised signatory or authorised officer for the time being of KF jointly and severally the attorney of the Client to do all acts and things which under the terms of these Terms ought to be done by the Client or which the Client is authorised or empowered to do hereby or by virtue hereof or by statute or other regulation or which may in the opinion of KF be necessary or advisable in respect of the terms of these Terms and to execute all deeds, instruments and writings of whatsoever nature for such purposes and with full power for all or any of such purposes from time to time to appoint a substitute and to revoke any such appointment.

9. **TERMINATION OF AGREEMENT**

9.1 Either the Client or KF may terminate these Terms at any time by giving notice in writing to the other party to that effect.

9.2 The Client and KF agree and acknowledge that upon termination of these Terms, unless otherwise agreed in writing, KF shall be entitled but not obliged to Close out the Contracts and Close out, abandon or exercise any Option Contract not yet exercised.

9.3 Termination of these Terms shall not release either party from any existing obligations (including, without limitation, any indemnity obligations) or from any liabilities for any antecedent breach of any of the terms of these Terms (except in the case of unexecuted orders for Contracts held by KF which shall cease to have any effect upon termination of these Terms).

10. **COMMISSIONS, FEES AND INTEREST**

10.1 Without limiting any other provision of these Terms, the Client shall pay to KF :

- (a) commissions and/or fees as are notified by KF to the Client in writing from time to time;
- (b) such fees or other charges as may from time to time be levied in respect of a Contract by a relevant Futures Exchange or Clearing House and/or by an Executing Broker other than KF;
- (c) all stamp duties and other charges and taxes payable on these Terms or in connection with Dealings in Contracts entered into on behalf of the Client or in respect of Approved Securities lodged with KF or its Designated Agents;
- (d) any goods and services tax, or any other applicable service tax at the prescribed rate on the transactions or services carried out on the Client's behalf;

- (e) all amounts payable as a result of making or taking delivery or making a cash adjustment in accordance with the terms of a Contract;
- (f) where a call for payment of deposit or margin has not been satisfied or has been satisfied otherwise than by payment of money (including, for example, by deposit of Approved Securities with KF); or any other amount due, payable or owing by the Client to KF under or in connection with these Terms is unpaid (including, without limiting the generality of the foregoing, any amount due as a result of Contracts being Closed out), the Client shall pay KF late payment charges on all amounts denominated in Malaysian Ringgit at a rate per cent per annum which is the aggregate of two and one half percent and the Base Lending Rate and, on all amounts denominated in any other currency at such rate per cent per annum charged (or which would be charged) by KF to its futures clearing clients generally in respect of a loan of that amount of that currency at the relevant time or, in either case, at such other margin and/or rate as may be advised in writing by KF to the Client. Late payment charges will accrue and be calculated daily from and including the date when the amount was due or became payable or owing (irrespective of any grace period) to but excluding the date of payment in full of the outstanding amount and on the basis of the actual number of days elapsed and a year of 365 days. Late payment charges will be payable on demand given by KF to the Client; and
- (g) The Client hereby irrevocably authorises and directs KF to deduct from any Account of the Client (including any segregated account) and pay to KF or any Executing Broker Executing Contracts which are or become subject to these Terms, such broker's fees and commissions determined at the rate agreed from time to time between the Client and such broker in respect of any such Contracts. KF shall be entitled to accept as correct such broker's advice to KF as to such fees and commission.

10.2 KF may share commission, fees and charges with its Related Corporations or other third parties, or receive remuneration from them in respect of transactions carried out on the Client's behalf.

11. **CONTRACT NOTES AND MONTHLY STATEMENTS**

- 11.1 KF agrees to provide the Client with Statements as required by the Act and any other applicable law and the business rules of the Exchange.
- 11.2 The Client shall verify the contents of any Statement served by KF on the Client and shall notify KF, in writing of any objection to the contents of any Statement as soon as practicable after receipt thereof. Unless objected to by the Client within 2 Business Days of receipt, the contents of any such Statement shall be prima facie evidence of the matters therein set out and that the Dealings specified therein were Executed in accordance with the Client's instructions.
- 11.3 All Statements may be sent by KF to the Client by electronic means or any other mode, addressed to the Client at the Client's last known address or electronic address provided by the Client as appearing in KF's records. All such Statements sent to the Client by way of electronic means, shall be deemed to have been received by the Client within twenty-four (24) hours of the time sent by electronic means. The Client shall verify the contents of any Statement served by KF on the Client and shall notify KF, in writing of any objection to the contents of any Statement as soon as practicable after receipt thereof. Unless objected to by the Client within 2 Business Days of receipt or deemed receipt, the contents of any such Statement shall be prima facie evidence of the matters therein set out and that the Dealings specified therein were Executed in accordance with the Client's instructions.
- 11.4 If the Client chooses electronic means as one of the modes of delivering all contract notes to the Client, the Client hereby accepts and assumes the inherent risks in KF issuing and delivering the contract notes to the Client via e-mail. In the event of KF's system failure, the Client further authorises KF to issue and deliver the contract notes to the Client by ordinary post or by way of facsimile at the number stated herein. The Applicant further agrees that the instructions for the e-mail address(s) herein furnished shall remain valid until written instructions are given by the Client and received by KF for revocation and/or amendment of the said instructions, as the case may be.

12. **CLIENT'S MONEY, INTEREST**

- 12.1 All money, property and collateral deposited with KF by the Client or which is received by KF for or on behalf of the Client shall be segregated by KF into Client's segregated account and may be invested by KF to the extent permitted and in accordance with the Act and the business rules of the relevant futures exchange.
- 12.2 In relation to clause 12.1, when all or part of monies deposited by the Client with KF ("Deposits") are invested by KF in an interest bearing account with a licensed bank as permitted under Section 118(3)(d) of the Act, the Client agrees and authorizes the following :-
 - 12.2.1 The Client shall be entitled to receive interest earned on the Deposits at a rate as prescribed by KF in its sole and absolute discretion provided that the Client maintains a minimum balance as prescribed by KF in its sole discretion and notified to the Client from time to time ("Minimum Balance");
 - 12.2.2 KF shall be entitled to withdraw and retain all interest for itself earned on the Deposits provided that the Deposits is below the Minimum Balance; and
 - 12.2.3 Where the Deposits is above the Minimum Balance, KF shall be entitled to withdraw and retain interest for itself which exceeds the rate as prescribed by KF.
- 12.3 The Client authorises KF and/or any Related Corporation of KF to deduct/apply any amounts payable to any of them from any account maintained by the Client with any of KF or any such Related Corporation.
- 12.4 KF and the Client agree that KF may in its discretion at any time and from time to time permit the Client to conduct its account with KF under these Terms or a part thereof denominated in a currency other than Malaysian Ringgit. In such event payment in respect of such accounts shall be effected by the Client in the relevant currency and the account shall otherwise be conducted strictly in accordance with KF's normal practice in relation to such transactions.
- 12.5 Without prejudice and in addition to any other rights and remedies, KF shall be entitled:
 - (a) to a general lien over all or any part of the property of the Client (other than cash) coming into the possession or control of KF or its Associated Companies as a continuing security for the performance of its margin and other obligations to KF under these Terms, the Trading Account and under each Contract, insofar as there remains outstanding any money or amount due from the Client to KF;
 - (b) at any time without notice to the Client, to apply any credit balance to which the Client is entitled on any Trading Account with KF or its Associated Companies in or towards satisfaction of all or any part of any money or amount due from the Client to the Broker in respect of the Trading Account; and
 - (c) notwithstanding any provision in these Terms or any other agreement between KF or any Associated Company and the Client or any associate of the Client, KF may at any time set-off any amounts owing by it to the Client against any amounts owing by the Client to KF or any Associated Company. The Broker shall be entitled to make such currency conversions as may be necessary to effect such set-off.
- 12.6 The Client agrees to securities being returned to it which may be equivalent but not identical to securities originally deposited with KF.

12.7 In respect of securities held for the Client (whether as collateral or otherwise), KF is not required to notify the Client, to vote on its behalf or to forward voting notices or any other notices to the Client. KF will have complete discretion as to whether or not to act on any of such instructions and KF will not be liable for any loss however caused in connection with its acting or not acting on any such instructions.

13. **LIMITATIONS ON CLIENT'S DEALINGS**

13.1 The Client shall strictly comply with the limitations on its trading/Dealing authority (if any) set out in Part 5 of the Schedule as may be amended from time to time.

13.2 KF may at any time by notice to the Client change any of the limitations set out in Part 5 of the Schedule.

14. **LIABILITY OF KF**

14.1 KF shall not (except to the extent of any direct (and not consequential) loss to a Client directly caused by gross negligence, fraud or dishonesty or as a result of a material breach under these Terms by KF) accept or bear any obligation or liability whatsoever to the Client or any other person in respect of these Terms or any of the transactions arising out of or contemplated by these Terms including, without limitation, any liability arising out of the operation or non-operation of a Trading System or any system or service of or provided by or in connection with any Futures Exchange and/or any delays or errors in the transmission or Execution of orders or the Clearing of Contracts. The Client acknowledges that KF has not given any warranty in relation to the fitness for the Client's purpose of any such Trading System or service or that same will be uninterrupted or error free.

14.2 Where any law of Malaysia implies in these Terms any term, condition or warranty which cannot be excluded or modified by contract, the liability of KF for any breach of such term, condition or warranty shall, to the extent permitted by law, be limited, at the option of KF, to the supplying of the services again, or the payment of the cost of having the services supplied again.

15. **INDEMNITY**

15.1 The Client hereby indemnifies and agrees to keep indemnified, KF and its officers, employees, agents or representatives on demand from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs (including legal costs on a full indemnity basis) expenses and any other amounts whatsoever arising out of:

- (a) any personal obligations incurred by KF in Dealing or instructing third persons to Deal in Contracts in accordance with these Terms;
- (b) anything lawfully done by KF in accordance with these Terms;
- (c) KF complying with any direction, request or requirement of any Futures Exchange or its Clearing House or other regulatory authority in connection with the Client, any Contract, these Terms or any transaction contemplated by these Terms;
- (d) any failure by the Client to perform its obligations under these Terms and/or the enforcement by KF of its rights under these Terms;
- (e) any fraud, negligence, breach of law, breach of duty or breach of these Terms attributable to or brought about by any act or omission of an Executing Broker (other than KF); and
- (f) any liability of KF or its Designated Agent or the Dealer's Representative to third parties (including, without limitation, to the Executing Broker) relating to or in connection with these Terms where such liability arose out of or by virtue of an act or omission of the Client or an agent, representative or employee of the Client or the Executing Broker (other than KF).

15.2 Every exemption from liability, defence or immunity available to KF and every indemnity given in favour of KF hereunder shall also be available to and extend to protect every one of KF's employees, agents or representatives including each Designated Agent and its employees, agents and representatives. For the purpose of this Clause 15 KF shall be or shall be deemed to be acting as agent on behalf of its employees, agents or representatives and each Designated Agent and its employees, agents and representatives.

16. **DELIVERY**

16.1 Where a Contract entered into on behalf of the Client is not an Adjustment Agreement the following provisions shall apply:

- (a) The Client agrees and acknowledges that it is the practice of KF not to allow the Client to make or take delivery in accordance with the terms of any Contract.
- (b) Notwithstanding Clause 16.1(a), KF may in its absolute discretion, but without creating an obligation to do so, allow the Client to make or take delivery in accordance with the terms of a Contract on the following conditions:
 - (i) the Client notifies KF, in writing prior to the first day on which notice requiring delivery can be given or received in respect of that Contract, of the Client's intention to give or take delivery; and
 - (ii) the Client lodges with KF such amounts of money, Approved Securities or other property as KF nominates and in such manner as KF directs. The money, Approved Securities or other property shall be lodged two (2) business days (on the Futures Exchange on which the Dealing took place) prior to the day on which delivery is to be made or taken, as the case may be.
- (c) If the Client has not:
 - (i) Closed out an open Contract prior to the first day on which notice requiring delivery can be given or received in respect of that Contract; or
 - (ii) obtained the consent of KF to the making or taking of delivery under that Contract;

the Client shall have defaulted, and KF may exercise any rights or powers under Clause 7.2, under any other provision of these Terms or otherwise arising howsoever.

- (d) Notwithstanding Clause 16.1(a), if the Client is obliged to make or take delivery under a Contract, the Client shall make or take delivery in accordance with the terms of the relevant Contract and at the place where the Clearing House of the Futures Exchange on which the dealing took place notifies KF or the Client or both that delivery is required to be made or taken.

17. **STOP-LOSS ORDERS**

17.1 The Client **AGREES AND ACKNOWLEDGES** that:

- (a) a stop-loss order concerning a Contract (other than an Option Contract) is triggered when:
- (i) where the Client has a sold position, a Contract is Dealt at or above the stop-loss price and no regard shall be had to subsequent bids to buy or prices at which Contracts are subsequently Dealt; or
 - (ii) where the Client has a bought position, a Contract is Dealt at or below the stop-loss price and no regard shall be had to subsequent offers to sell, or prices at which Contracts are Subsequently Dealt.
- (b) KF may, but without creating an obligation to do so, Execute a stop-loss order concerning a Contract (other than an Option Contract) when there are reasonable grounds, whether based on price volatility or otherwise, to believe that subsequent price movements may be adverse to the Client, provided however that KF shall have no liability to the Client for a failure to exercise the discretion conferred on KF pursuant to this sub-clause (b);
- (c) a stop-loss order concerning an Option Contract (whether a put Option Contract or a call Option Contract) is triggered when:
- (i) where the Client has sold position, an Option Contract is Dealt at or above the stop-loss price (which in the case of an Option Contract means the Option Contract's premium) and no regard shall be had to subsequent bids to buy or prices at which Option Contracts are subsequently Dealt; or
 - (ii) where the Client has a bought position, an Option Contract is Dealt at or below the stop-loss price (which in the case of an Option Contract means the Option Contract's premium) and no regard shall be had to subsequent offers to sell, or the prices at which Option Contracts are subsequently Dealt;
- (d) KF may, without creating an obligation to do so, Execute a stop-loss order concerning an Option Contract when there are reasonable grounds, whether based on price volatility or otherwise, to believe that subsequent price movements may be adverse to the Client provided however that KF shall have no liability to the Client for a failure to exercise the discretion conferred on KF under this sub-clause (d);
- (e) once a stop-loss order is triggered or Executed pursuant to the foregoing provisions of this clause 17, it becomes a market order and KF shall use reasonable endeavours to execute the market order; and
- (f) the acceptance of a stop-loss order by KF from a Client is not a guarantee or representation by KF that a stop-loss order can be Executed at the stop-loss price, even if Dealings are in fact executed at the stop-loss price.

18. **NOTICES**

18.1 Any notice, document or process to be served by one party on any other pursuant to these Terms shall be in writing and shall be deemed to have been duly served if given:

- (a) by hand, at the time left at the party's last known place of residence or business;
- (b) by mail, two (2) Business Days after it is posted where the party's last known address is in the Malaysia, and five (5) Business Days after it is posted by airmail where the party's last known address is outside Malaysia; and
- (c) by facsimile transmission, at the time of the printing by the sending facsimile machine of a transmission report indicating the successful completion of transmission of the entire notice, document or process to the recipient's facsimile number last known to the sender,

or upon acknowledgment by the receiving party, if earlier.

18.2 A notice received on a non-business day or after 5.00 pm at the place of receipt of the notice shall be deemed to be received on the next business day.

18.3 Any notice by any director, manager or other authorised employee of KF stating the amount of moneys due and payable by the Client to KF shall save for manifest error be prima facie evidence of the same.

19. **DISCLOSURE OF INFORMATION AND CREDIT REPORTING**

19.1 (a) KF is hereby authorised to disclose any information relating to the Client and the Client's Trading Account to the Dealer's Representative and KF's Related Corporations. The Client further authorises and consents to the disclosure by KF of any information relating to the Client and/or the Client's Trading Account upon the demand order or request of the Futures Exchange or any other authority having jurisdiction over KF or any government authority, statutory body or court of law (including a subpoena or order of court) and further agrees and undertakes irrevocably and unconditionally to provide such information and documents as KF may reasonably require for the purpose of complying with the AMLA. The Client also consents for KF to transfer or disclose any information relating to the Client and/or the Client's Trading Account for the purpose of compliance and risk management to any regulatory body, its auditors, legal counsels and other professional advisors.

- (b) In order for KF to discharge its functions under these Terms or pursuant to the relevant laws or regulations, the Client hereby acknowledges that KF may engage service providers or such other persons via an outsourcing arrangement or any other arrangements to provide services to KF from time to time. The Client hereby acknowledges that in the course of providing the services to KF, such service providers or such other persons may have access to certain

information and documents relating to the Client's Contract and Trading Account, and thereby, the Client agrees that such disclosure of information and documents is permissible.

- (c) The Client agrees that, where dual license operations are applicable, KF shall be entitled to share any information in relation to the Client and Client's trading positions in the Contracts with the stockbroking arm of Kenanga Investment Bank Berhad.
- (d) In addition to the above, the Client hereby expressly authorise and permit KF and its officers to divulge, reveal or disclose any information relating to the Client's Trading Account to:
 - (i) any assignee or transferee or prospective assignees or transferees of KF's business and undertakings or such part thereof;
 - (ii) any person with whom KF may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or service hereunder;
 - (iii) any person or entity participating in the merger/acquisition or proposed merger/acquisition of KF or its holding company with/by another company; and
 - (iv) any other person at any time which KF or any officer in good faith considers appropriate for any purpose in connection with these terms and conditions.

19.2 Applicable for individual Clients:

The Client hereby consents to the processing of his/their personal data and information which shall also be governed by the terms and conditions set out in KF's Personal Data Protection Notice annexed under Appendix 1 of these Terms, as may be amended or supplemented from time to time. The Client hereby acknowledges that the Client has been notified and that the Client has read and understood such Personal Data Protection Notice and accepts the terms and conditions therein.

Applicable for corporate/institutional Clients:

- (a) The Client agrees to comply with all applicable obligations imposed by, or made under the requirements of the Personal Data Protection Act 2010 (PDPA), together with any other applicable regulations, orders or codes of practice.
- (b) The Client hereby confirms that in the event that the Client provides KF with personal information of individual third parties including but not limited to its shareholders, directors, officers, authorised signatories, representatives or agents, it has obtained their respective requisite consent:
 - (i) for their personal information to be provided to KF as KF may require;
 - (ii) for KF to disclose the information Kenanga Group; and/or
 - (iii) to comply with any law or regulatory requirements,

in providing the services to the Client pursuant to these Terms. The Client agrees to update KF in writing if there is any change to the personal information of these third parties provided to KF.

- 19.3 The Client agrees to be subjected to and governed by the requirements of the United States of America legislation known as the Foreign Account Tax Compliance Act (FATCA) 2010 and authorises KF to disclose the Client's Trading Account as well as transactional information in respect of the Account, for and in relation to FATCA. The Client further agrees to any deduction or withholding by KF of monies in accordance with FATCA.
- 19.4 The Client further acknowledges and agrees that any reportable Client's Account(s) as well as any transactional information and cash account information relating to the Client's Account(s) may be provided to the tax authorities of the country/jurisdiction in which such Client's Account(s) is/are maintained and, exchanged with/provided to, the tax authorities of another country/jurisdiction in which the Client may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.
- 19.5 The Client further agrees for KF and the credit reporting agencies to obtain and/or disclose any Credit Information (as defined under the Credit Reporting Agencies Act 2010 including information in the database systems of Bank Negara Malaysia known as CCRIS and DCHEQS) relating to the Client, its directors and shareholders (if the Client is a corporation), the Client's security provider(s) and/ or any other third party ("Data Subjects"), from and/or to the credit reporting agencies, Bank Negara Malaysia or any source deemed appropriate, for the purpose of including but not limited to the opening of the Account, credit assessments on the Data Subjects, Account monitoring and review, debt recovery and any other purposes for the maintenance of the Account with KF.

20. **CONTINUING OBLIGATIONS**

All the terms and provisions of the Agreement shall be continuous and (i) shall apply to all transactions in the Client's Trading account(s) with KF, now existing or hereafter entered into. Notwithstanding any termination of these Terms, the Client's obligations hereunder shall remain until the time of final closing and full settlement of all outstanding amounts to KF. The Client hereby ratifies all transactions with KF that may have been effected prior to the date of these Terms, if any, and agrees that the rights and obligations of the Client in respect thereto shall be governed by the terms of these Terms.

21. **TIME OF ESSENCE**

Time is of the essence in these Terms.

22. **WAIVERS**

- 22.1 No failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon it under these Terms or otherwise shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any future exercise thereof.

22.2 The Client releases KF from claims, suits and liabilities which the Client may have or claim to have or but for this release might have had against KF arising out of any warranty, representation or disclosure not set out or referred to in these Terms, other than in respect only of the gross negligence, fraud or dishonesty of KF.

23. **SEVERABILITY**

If any term or part thereof of these Terms shall be invalid or not enforceable in accordance with its terms, all other terms or parts thereof which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part thereof shall be and shall continue to be valid and enforceable in accordance with its terms.

24. **ASSIGNABILITY**

24.1 If KF disposes of its participation of Futures Exchange or its business, it shall be entitled to assign the benefits accruing to it under the terms of these Terms.

24.2 The rights of the Client under these Terms are not capable of assignment, unless agreed by KF in writing.

24.3 These Terms shall be binding upon all the Client's heirs, executors, administrators, personal representatives, successors, receivers, trustees in bankruptcy and permitted assigns.

25. **GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of Malaysia. Each party submits to the non-exclusive jurisdiction of the Courts of Malaysia and the courts of appeal from them and waives all rights to object to the bringing of any action in those courts, including without limitation, the right to object on the basis that the action has been taken in an inappropriate or inconvenient forum.

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Appendix 1

KENANGA GROUP OF COMPANIES PERSONAL DATA PROTECTION NOTICE

At Kenanga Group (consists of Kenanga Investment Bank Berhad and its group of companies including subsidiaries and related companies), we respect your Personal Data and strive to ensure that your Personal Data is protected in accordance with the laws of Malaysia. The security of your Personal Data is important to us and we shall maintain appropriate physical, technical and organizational measures needed to ensure the security and confidentiality of your Personal Data.

We may store and process your Personal Data on our computers wherever located and in any other medium. We may retain your Personal Data up to the maximum period permitted for legitimate business purposes, legal, regulatory and internal requirements. We may, over time, delete these records if they are no longer necessary or permissible by law.

Some pages on our website may include links to third party websites. These sites are governed by their own privacy statements and we are not responsible for their privacy practices, operations and contents of the said links. You are advised to review the privacy statements of these sites before furnishing any information. Please remember that internet communications are not secure. We cannot accept any responsibility for unauthorised access by a third party and/or the corruption of information/data being sent by any individuals to us via internet communications or electronic mail.

Kenanga Group will collect, process and use your Personal Data in accordance with this Personal Data Protection Notice ("PDP Notice"). This PDP Notice describes the type of Personal Data we collect and how we collect it, how such Personal Data is used, the parties that we disclose the Personal Data to, the choices we provide and your rights over your Personal Data including how to access and update your Personal Data.

Types of data and information we collect

We collect and process your personal data and information including but not limited to, information to establish your identify and background, contact details, financial data, creditworthiness information, and other information that you provide when you apply for any of our products and/or services ("Personal Data"). We may obtain these Personal Data from yourself or from variety of sources, including when you apply for any of our products and services, through your relationship with us, from any analysis of the way you use and manage your account/facility with us, from third parties or other sources in respect of which you have given your consent to disclose the Personal Data and/or where not otherwise restricted.

Use and Disclosure of Personal Data

We may use, process and/or disclose your Personal Data for the following purposes in and/or outside Malaysia ("Purpose"):-

- to assess and process your applications for our products and/or services;
- to manage and maintain your accounts/facilities with us;
- to conduct credit checks and assisting other financial institutions to conduct credit checks;
- to evaluate your financial needs;
- for crime or fraud detection, investigation, prevention and prosecution;
- to respond to the requirements of a civil or criminal legal process and/or as required by law or regulation and/or for regulatory compliance purpose;
- for debt collection and enforcement of your obligations to us;
- for market research and statistical analysis and surveys with the aim of improving our products and services;
- to provide you with information on our and third party products and services which may be of interest to you;
- to compare information/data for accuracy of our record, and verify with third parties;
- to research, design and improve our products and services, operational and business processes;
- to support our business, financial and risk monitoring, planning and decision making;
- to handle complaints and queries;
- for audit, compliance and risk management;
- to transfer or assign our rights and duties under any governing terms and conditions between us and yourself;
- to perform shared services within Kenanga Group;
- for the outsourcing of business and back room operations of Kenanga Group;
- for security reasons in particular Personal Data collected from security surveillance;
- to transfer your Personal Data to foreign jurisdictions to enable any cross border transactions, for the performance of a contract, for the purposes of legal proceedings, upon written request from a foreign regulatory or government authority or body, to protect your vital interest or where it is in the public interest to do so; and/or
- for any other purposes that is required or permitted by any law, regulation, order and/or guidelines.

We may also use your Personal Data to market Kenanga Group's products and services and to deliver targeted marketing and advertising, service updates, promotional offers. You may tell us at any time if you do not wish to receive marketing communications from us by writing to us, providing your full name, NRIC/Passport number (as applicable) and account details and details of any products or services you may have with us.

It is possible that in the future we could merge with, or be acquired by, another company. If such an acquisition occurs, you consent to the successor company having access to your Personal Data maintained by us, including account information, and such successor company would continue to be bound by this PDP Notice unless and until it is amended.

You may have provided personal and financial information relating to others (including but not limited to joint applicant, spouse, related parties and/or emergency contact persons) for the Purpose. In such cases, you represent and warrant that you have their consent or are otherwise entitled to provide their information to us. Where your Personal Data has been provided to Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, and Bursa Malaysia Derivatives Berhad) (collectively, "Bursa") for any of the Purpose, including any legal and regulatory purposes, you hereby agree for the processing of your Personal Data by Bursa in accordance with the terms of the Bursa's personal data notice as provided under www.bursamalaysia.com.

Disclosure of your Personal Data

Your Personal Data held by us shall be kept confidential. However, in order to provide you with effective and continuous products and services and subject at all times to any laws, regulations and guidelines, we may need to disclose your Personal Data to the following parties:

- the other entities within Kenanga Group, and its agents, affiliates and associates;

- professional advisers, contractors, service providers, debt collection agencies and our other agents with whom we have contractual agreements for some of our functions and services;
- credit reference agencies, rating agencies, insurers or insurance brokers;
- financial service providers in relation to the products and services that you have with us;
- any actual or potential participants or assignee or transferee of our rights and/or obligations under any transaction between us and you;
- any guarantor or security provider for the products and/or services granted by us to you;
- any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;
- strategic/business partners with whom we have a relationship with for specific products and services;
- any person connected to the enforcement or preservation of any of our rights under your agreements with us; and/or
- any party authorized and/or consented to by you.

Access to Information

You are entitled to review the Personal Data that we may have collected about you and request correction of the Personal Data. Should you wish to exercise this right please write to our Data Officer setting out the details of your request and your name and NRIC/Passport number. A fee may be charged for this service. We shall correct or update the information/data as soon as possible. The Data Officer may request information or documents from you to verify the authenticity of the person making the request and any information relating to the corrections requested.

Options On Disclosure

We allow you the opportunity to remove yourself and any information about you (save for information which is necessarily retained by us to comply with legal or regulatory requirements) from our database or require us to cease processing all or part of your Personal Data by submitting a written notification addressed to our Data Officer. We will require a reasonable amount of time to process such notices. However, in such an event, we reserves the right to take the necessary actions if we feel that such removal or cessation would not allow us to provide our products and services or fulfill our obligations in a satisfactory manner. Where you have failed or refused or deemed to have failed or refused to provide us with any data, information or answers as requested, then you will also be taken as having acknowledged (and we will be regarded as materially relying on you having acknowledged) that we cannot identify with any certainty your Personal Data or information and you agree that we shall be entitled to refuse to provide or cease providing any facilities, products or our services to you.

E-Services

You hereby consent to the transmission by electronic means of your Personal Data through our E-Services, such consent shall be effective at all times that you access and/or use the E-Services.

Enquiries and Complaints

Any queries, requests, concerns or complaints regarding the use of your Personal Data, removal from any of the mailing lists or any matter herein may be raised to the following contact:-

Data Officer
 Kenanga Futures Sdn. Bhd.
 Level 17, 237 Kenanga Tower,
 Jalan Tun Razak,
 50400 Kuala Lumpur.
 Tel: 03-2162 7000
 Email: KFcomplaints@kenanga.com.my

In applying for, using or continuing to use our services, including any other contractual relationship which you may have with us, you shall be deemed to have accepted and consented to the terms of this PDP Notice. If you do not consent to the terms herein, kindly contact us at the abovementioned contact details.

Changes to the PDP Notice

We reserve the right to change the contents of this PDP Notice at any time via posting on our website. You are advised to periodically view our website for any updates or the most current version of our PDP Notice. Your continued usage of our services or continued relationship with us shall be deemed as acceptance of any updates, revisions or amendments made to our PDP Notice.

**NOTIS PERLINDUNGAN DATA PERIBADI
KUMPULAN SYARIKAT KENANGA**

Di Kumpulan Kenanga (terdiri daripada Kenanga Investment Bank Berhad dan kumpulan syarikatnya termasuk subsidiari-subsidiarinya and syarikat-syarikat berkaitan), kami menghargai Data Peribadi anda dan berusaha untuk memastikan bahawa Data Peribadi anda dilindungi selaras dengan undang-undang Malaysia. Keselamatan Data Peribadi anda adalah penting kepada kami dan kami akan mengekalkan langkah-langkah sesuai dari segi fizikal, teknikal dan organisasi bagi memastikan keselamatan dan kesulitan Data Peribadi anda.

Kami boleh menyimpan dan memproses Data Peribadi dalam komputer kami di mana-mana sahaja letaknya dalam apa-apa juga medium. Kami boleh menyimpan Data Peribadi sehingga tempoh maksimum yang dibenarkan bagi tujuan perniagaan yang sah, undang-undang, peraturan dan keperluan dalaman. Kami boleh, kemudiannya, memadam rekod ini sekiranya tidak diperlukan atau apabila dibenarkan oleh undang-undang.

Sesetengah laman dalam laman sesawang kami memasukkan pautan dengan laman sesawang pihak ketiga. Laman ini dikawal oleh pernyataan peribadi masing-masing dan kami tidak bertanggungjawab terhadap amalan peribadi mereka, operasi dan kandungan pautan tersebut. Anda dinasihatkan untuk menyemak pernyataan peribadi tapak web tersebut sebelum memberikan apa-apa maklumat. Ingatlah bahawa komunikasi Internet tidak dijamin keselamatannya. Kami tidak boleh menerima apa-apa tanggungjawab bagi akses yang tidak dibenarkan oleh pihak ketiga dan/atau kerosakan maklumat/data yang dihantar oleh mana-mana individu kepada kami melalui komunikasi Internet atau mel elektronik.

Kumpulan Kenanga akan mengumpul, memproses dan menggunakan Data Peribadi anda mengikut Notis Perlindungan Data Peribadi ("Notis PDP") ini. Notis PDP ini memerihalkan jenis Data Peribadi yang dikumpulkan dan cara kami mengumpul Data Peribadi tersebut, bagaimana kami menggunakan Data Peribadi anda, pihak-pihak yang kami mendedahkan Data Peribadi anda, pilihan yang kami tawarkan dan hak-hak anda terhadap Data Peribadi anda termasuk cara mengakses dan mengemaskinikan Data Peribadi anda.

Jenis data and maklumat yang kami kumpulkan

Kami mengumpul dan memproses Data Peribadi dan maklumat anda termasuk dan tidak terhad kepada, maklumat untuk mengesahkan identiti dan latar belakang anda, maklumat hubungan, data kewangan, kepercayaan kredit, dan maklumat lain yang anda berikan apabila anda memohon mana-mana produk dan perkhidmatan kami ("Data Peribadi"). Kami mungkin mendapatkan Data Peribadi tersebut daripada anda sendiri atau daripada pelbagai sumber, termasuk apabila anda memohon mana-mana produk and perkhidmatan kami, melalui hubungan anda dengan kami, dari analisis cara anda menggunakan dan mengurus akaun/fasiliti dengan kami, daripada pihak ketiga atau mana-mana sumber yang mana anda telah memberi kebenaran untuk mendedahkan Data Peribadi dan/atau di mana tiada sekatan.

Penggunaan dan Pendedahan Maklumat

Kami boleh menggunakan, memproses dan/atau mendedahkan Data Peribadi anda bagi tujuan yang berikut di dalam dan/atau di luar Malaysia ("Tujuan"):

- Untuk menilai dan memproses permohonan anda untuk produk dan/atau perkhidmatan kami;
- Untuk mengurus dan mengekalkan akaun/fasiliti anda dengan kami;
- Untuk mengesahkan kedudukan kewangan anda dan membantu institusi-institusi kewangan lain untuk melakukan pengesahan kredit anda;
- Untuk menilai keperluan kewangan anda;
- Untuk pengesanan jenayah atau fraud, penyiasatan, pencegahan dan pendakwaan;
- Untuk memenuhi keperluan proses undang-undang sivil atau jenayah yang sah dan/atau sebagaimana yang dikehendaki oleh undang-undang dan peraturan dan/atau untuk tujuan mematuhi peraturan;
- Untuk tujuan pengutipan hutang dan penguatkuasaan tanggungjawab anda kepada kami;
- Untuk tujuan penyelidikan pasaran, analisis statistik dan kaji-selidik untuk tujuan menambah baik produk dan perkhidmatan kami;
- Untuk menyediakan anda dengan maklumat mengenai produk dan perkhidmatan kami serta pihak ketiga yang mungkin menarik minat anda;
- Untuk membandingkan maklumat/data untuk memastikan ketepatan, dan menentukannya dengan pihak ketiga;
- Untuk penyelidikan, mereka bentuk dan memperbaiki produk dan perkhidmatan kami, proses perniagaan dan operasi;
- Untuk menyokong pengawasan, perancangan dan membuat keputusan dari segi perniagaan, kewangan and risiko;
- Untuk membalas aduan dan pertanyaan;
- Untuk tujuan audit, pematuhan dan pengurusan risiko;
- Untuk memindahkan atau memberikan hak, kepentingan dan kewajipan kami di mana-mana perjanjian anda dengan kami;
- Untuk melaksanakan perkhidmatan berkongsi di dalam Kumpulan Kenanga;
- Untuk tujuan penyumberan luar perniagaan dan operasi bilik belakang Kumpulan Kenanga;
- Untuk tujuan keselamatan terutama berkenaan Data Peribadi yang dikumpul daripada pengawasan keselamatan;
- Untuk memindahkan Data Peribadi anda kepada bidang kuasa asing bagi membolehkan apa-apa urus niaga silang sempadan, untuk melaksanakan kontrak, untuk tujuan prosiding undang-undang, apabila mendapat permohonan secara bertulis daripada badan kawal atur asing atau pihak berkuasa kerajaan, untuk melindungi kepentingan anda atau apabila dikehendaki oleh kepentingan awam untuk berbuat demikian; dan/atau
- Bagi apa-apa tujuan lain yang dikehendaki atau dibenarkan oleh mana-mana undang-undang, peraturan, perintah dan/atau garis panduan.

Kami boleh juga menggunakan Data Peribadi untuk memasarkan produk dan perkhidmatan Kumpulan Kenanga dan melaksanakan pemasaran dan periklanan yang disasarkan, mengemas kini perkhidmatan, tawaran promosi. Anda boleh memberitahu kami pada bila-bila masa sekiranya anda enggan menerima komunikasi pemasaran daripada kami dan/atau anggota Kumpulan Kenanga dengan menulis surat kepada kita dan memberikan nama penuh anda, nombor Kad Pengenalan/Pasport (jika berkaitan) dan butiran akaun dan butiran apa-apa produk atau perkhidmatan yang anda mungkin ada dengan kami.

Pada masa hadapan, kami berkemungkinan akan bergabung dengan, atau diperolehi oleh, syarikat lain. Jika perolehan sedemikian berlaku, anda membenarkan syarikat pengganti mengakses data yang disenggarakan oleh kami, termasuklah maklumat akaun, dan syarikat pengganti itu akan terus terikat oleh Notis PDP ini melainkan dan sehinggalah Notis PDP ini dipinda.

Anda mungkin juga memberikan maklumat peribadi dan kewangan yang berkaitan dengan orang lain (termasuk tetapi tidak terhad kepada pemohon bersama, pasangan, pihak-pihak berkaitan dan/atau orang hubungan kecemasan) untuk Tujuan tersebut dalam keadaan tertentu. Dalam kes sedemikian, anda menyatakan dan menjamin bahawa anda telah mendapat atau mempunyai keizinan mereka atau anda berhak untuk memberikan maklumat mereka kepada kami. Di mana Data Peribadi telah diberikan kepada entiti Bursa (termasuk Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, dan Bursa Malaysia Derivatives Berhad) (secara kolektif dipanggil, "Bursa") untuk mana-mana Tujuan, termasuk tujuan mana-mana undang-undang dan pengawalselia, anda mengizinkan pemprosesan Data Peribadi oleh Bursa mengikut terma-terma notis data peribadi Bursa sepertimana disediakan di www.bursamalaysia.com.

Pendedahan Data Peribadi anda

Data Peribadi anda akan disimpan dengan sulit dengan kami. Walaubagaimanapun, untuk menyediakan produk dan perkhidmatan yang efektif dan berterusan, kami mungkin dikehendaki untuk mendedahkan Data Peribadi anda kepada pihak-pihak berikut, tertakluk kepada mana-mana undang-undang, peraturan dan garis panduan:

- syarikat-syarikat di dalam Kumpulan Kenanga, dan agen-agen serta ahli-ahli gabungan atau sekutunya;
- penasihat profesional, kontraktor-kontraktor, pembekal perkhidmatan, agensi kutipan hutang dan agen-agen lain yang mana mempunyai perjanjian kontrak dengan kami berkenaan sesuatu fungsi dan perkhidmatan;
- agensi referensi kredit, agensi penarafan, penanggung insurans atau broker insurans;
- pembekal perkhidmatan kewangan berkenaan dengan produk dan perkhidmatan yang dilanggan oleh anda;
- mana-mana penggabung atau penerima hak atau penerima pindahan (termasuk bakal penggabung/penerima hak/penerima pindahan) terhadap hak-hak dan/atau kewajipan kami di bawah mana-mana transaksi di antara anda and kami;
- mana-mana penjamin atau pemberi sekuriti/jaminan untuk produk dan/atau perkhidmatan yang disediakan oleh kami kepada anda;
- mana-mana pihak berkuasa atau pengawal selia, termasuk pengawal selia bidang asing bagi melaksanakan fungsi-fungsi masing-masing, atau pihak-pihak di mana pendedahan diperlukan oleh undang-undang atau kerajaan, kuasi-kerajaan, pentadbiran, mahkamah atau tribunal;
- rakan strategic/niaga dengan mana kami mempunyai hubungan bagi sesuatu produk dan perkhidmatan tertentu;
- mana-mana pihak yang berkaitan dengan penguatkuasaan atau pemeliharaan mana-mana hak kami di bawah perjanjian anda dengan kami; dan/atau
- mana-mana pihak yang diberi kuasa oleh anda dan/atau diberi kebenaran oleh anda.

Mengakses Maklumat

Anda berhak untuk menyemak semula rekod Data Peribadi yang telah dikumpulkan oleh kami mengenai anda dan meminta Data Peribadi itu untuk dibetulkan. Sekiranya anda berhasrat untuk melaksanakan hak ini, silalah menulis surat kepada Pegawai Data kami dengan menyatakan butiran seperti yang diminta oleh anda, nama dan nombor Kad Pengenalan/Pasport. Bayaran mungkin dikenakan untuk perkhidmatan ini. Kami akan membetulkan atau mengemas kini maklumat/data tersebut secepat mungkin. Pegawai Data boleh meminta maklumat atau dokumen daripada anda untuk pengesahan orang yang membuat permohonan dan apa-apa maklumat yang berkaitan dengan pembedahan/pengemaskinian yang diminta untuk dibuat itu.

Opsyen terhadap Pendedahan

Kami membenarkan anda untuk mengeluarkan sendiri apa-apa maklumat anda (kecuali maklumat yang perlu disimpan oleh kami bagi mematuhi keperluan undang-undang dan peraturan) daripada pangkalan data kami atau meminta kami untuk menghentikan daripada memproses semua atau sebahagian daripada Data Peribadi dengan menyerahkan pemberitahuan bertulis yang dialamatkan kepada Pegawai Data kami. Kami akan mengambil jumlah masa yang munasabah untuk memproses notis tersebut. Walau bagaimanapun, dalam keadaan seperti ini, kami berhak untuk mengambil langkah-langkah tertentu sekiranya kami berpandangan dengan berbuat demikian, tidak membolehkan kami membekalkan produk dan perkhidmatannya atau melaksanakan tanggungjawab kami dengan memuaskan. Apabila anda gagal atau enggan atau disifatkan sebagai gagal atau enggan memberikan apa-apa data, maklumat atau jawapan seperti yang dikehendaki oleh kami, maka anda tetap dianggap sebagai berperakui (dan kami akan dianggap dan secara materialnya bersandar pada perakuan anda) bahawa kami tidak boleh dikaitkan dengan apa-apa kepastian mengenai Data Peribadi atau maklumat dan anda bersetuju bahawa kami berhak menolak untuk memberikan atau berhenti memberikan apa-apa kemudahan, produk atau perkhidmatan kami kepada anda.

E-Perkhidmatan

Anda dengan ini membenarkan penghantaran Data Peribadi secara elektronik melalui E-Perkhidmatan kami, dengan kebenaran tersebut hendaklah berkuat kuasa sepanjang tempoh anda mengakses dan/atau menggunakan E-Perkhidmatan.

Pertanyaan dan Aduan

Apa-apa pertanyaan, permintaan, kebimbangan atau aduan berkaitan dengan penggunaan Data Peribadi, pembuangan apa-apa senarai mel atau apa-apa perkara di dalam ini boleh diajukan kepada orang hubungan yang berkaitan seperti di bawah:

Pegawai Data
 Kenanga Futures Sdn. Bhd.
 Level 17, 237 Kenanga Tower,
 Jalan Tun Razak,
 50400 Kuala Lumpur.
 Tel: 03-2162 7000
 Email: KFcomplaints@kenanga.com.my
 Tel: 03-2162 7000
 Email: KFcomplaints@kenanga.com.my

Apabila memohon untuk menggunakan atau untuk terus menggunakan perkhidmatan kami, anda adalah disifatkan sebagai telah bersetuju dengan terma Notis PDP ini. Jika anda tidak mengizinkan kepada terma di sini, sila hubungi kami melalui maklumat perhubungan yang disediakan di atas.

Perubahan Notis PDP Kami

Kami berhak untuk mengubah kandungan Notis PDP ini pada bila-bila masa melalui penyiaran pada laman sesawang kami. Anda dinasihatkan untuk melihat laman sesawang kami dari semasa ke semasa bagi apa-apa kemas kini atau versi terbaharu Notis PDP kami. Penggunaan perkhidmatan kami secara berterusan oleh anda hendaklah disifatkan sebagai penerimaan terhadap apa-apa kemas kini, semakan atau pindaan yang dilakukan pada Notis PDP kami.

Penggunaan Bahasa

Notis ini dikeluarkan dalam kedua-dua bahasa Inggeris dan bahasa Melayu. Sekiranya berlaku apa-apa percanggahan di antara dua versi, versi Bahasa Inggeris akan diguna pakai.