

HIGHLIGHTS

As an initiative to preserve the environment, we are pleased to introduce the most convenient, secure, and eco-friendly way of getting the statement i.e. from paper/printed statement to ELECTRONIC STATEMENT (“**e-Statement**”) for your contract notes, monthly statements, contra statements and such other electronic statements in future (collectively referred to as “**e-Services**”). NOW! you can view, download, and print a free electronic version of your statement at your convenience.

Kindly be informed that for the purpose of our NEW e-Services, we have revised the **Terms and Conditions** and updated Clause 21. This new Terms and Conditions is effective immediately.

TERMS AND CONDITIONS

*THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS TO AND USE OF THIS WEBSITE AND SERVICES PROVIDED HEREIN BY KAF EQUITIES SDN BHD (“**KAF-EQ**”). BY ACCESSING THIS WEBSITE AND/OR USING THE SERVICES STIPULATED BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF ACCESS WITHOUT LIMITATION OR QUALIFICATION. *

ACCESS TO E-TRADE

KAF-EQ has introduced a system of electronic investor services known as KAF-EQ e-Trade (“the Service”) provided through an internet portal operated by KAF-EQ or the provider(s) from time to time which offer access to stock broking service provided by KAF-EQ. The Service shall be utilised through media agreed by KAF-EQ from time to time for the purpose of trading of shares and stock listed on the BURSA MALAYSIA SECURITIES BERHAD through KAF-EQ, exclusively for the use by its clients. The Client shall continue to be bound by the terms and conditions (“**Terms & Conditions**”) as set out below notwithstanding that KAF-EQ may at its absolute discretion approve the use of the Service by the Client through any other medium of communication as may be introduced by KAF-EQ from time to time.

1. The Service

KAF-EQ e-Trade comprise the following services:-

- a) access to real-time stock quotes;
- b) the placing of orders to buy or sell securities through dealer’s representative(s);
- c) the cancellation or amendment of order provided such order have yet to be executed;
- d) the review of business done and inquiry of status of orders;
- e) access to key market indicators;
- f) access to news and information;
- g) access to research materials;
- h) ***NEW*** Access to e-Services; and
- i) any other facilities that may be introduced by KAF-EQ from time to time at its absolute discretion.

In consideration of the Client paying to KAF-EQ the Fee pursuant to Clause 10 herein and complying with the Terms & Conditions, KAF-EQ will provide the Client any one more of the services set out in Clause 1.1, provided always, KAF-EQ may at its absolute discretion impose any restriction to or deny the Client access to any such service from time to time.

The Client shall utilise the service solely for the Client’s own purpose and not extend for use by third party.

KAF-EQ may at any time and from time to time, vary or change the list of services in Clause 1.1 at its absolute discretion without giving any notice thereof to the Client.

2. Media of Service

The Client shall utilise the Service through any medium of communication which KAF-EQ may, in its absolute discretion specify, adopt or introduce for the use to its Clients from time to time.

KAF-EQ shall not be responsible for any disruption in the provision of the Service due to any malfunction or other failure in performance of any medium of communication/system used by the Client.

The Client shall at its own cost and expense be solely responsible for obtaining and/or procuring access to the Internet, as well as all telecommunications line, equipment, electricity supply and other utilities required or necessary for the Client's access and/or use of the Service.

3. Trading Orders From The Client.

3.1 No trading orders from the Client shall be deemed to be valid and effective unless it is actually received and accepted by KAF-EQ and written confirmation of business done of an order ("**Business Done**") is subsequently received by the Client either by telephone or addressed to the Client's e-mail address as stated in the Application Form herein (or as hereafter notified by the Client from time to time) or published on the designated forum provided in the Service and the Client shall have no claims against KAF-EQ in respect of any losses, liabilities, costs and/or expenses resulting from any failure by KAF-EQ to receive the Client's instruction as aforesaid.

4. No Guarantee or Warranty.

The information provided through the Service has been independently obtained by KAF-EQ only for information of the Client through sources, including authorised dissemination agent of the BURSA MALAYSIA SECURITIES BERHAD, believed by KAF-EQ to be reliable at the relevant times. KAF-EQ does not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of such information provided thereof. There may be delays, omissions or inaccuracies in the information provided through the Services for which KAF-EQ shall not be held responsible or liable.

Neither KAF-EQ nor its sources of information shall be liable for the failure to ensure the correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Client or any other person whomsoever in direct or indirect reliance upon such information or for any interruption in the dissemination of any data, information or any other aspect of the Service for any reason whatsoever.

KAF-EQ does not warrant the merchantability or fitness for a particular use and gives no other warrant or guarantee of any kind, expressed or implied, regarding the information furnished through the Service or any other aspect of the service.

5. Limitation of Liability

In addition to and not in derogation of any other terms of the Terms & Conditions, KAF-EQ shall not in any event be liable to the Client or any other party having access to the Service whether with or without KAF-EQ's consent for any direct, consequential, incidental, special or indirect losses or damages (including but not limited to loss of profit, trading losses and damages) arising from, inter alia, any delay or disruption in the use of the Service, or by the failure or alleged failure of KAF-EQ to execute or cancel or amend any buy and sell orders, notwithstanding that KAF-EQ had been advised of the possibility of the same.

KAF-EQ shall not be liable for any loss arising from any causes outside its reasonable control, any action or omission by the relevant authorities in exercise of their regulator or supervisory function, or for failure by the electronic/telecommunication/system service provider or any third party to meet its obligations to the Client for any reasons whatsoever and however arising including failure of electronic or mechanical equipment or communication/telephone lines or other interconnected problems, unauthorised access, theft, unauthorised use of password, operator error, weather, earthquakes, strikes or other labor problems.

KAF-EQ shall not be responsible for any failure to provide the Service, including the execution of any order arising out of any restriction imposed on any of the Client's account(s) ("Client's Account") with KAF-EQ.

The liability of KAF-EQ (if any) to the Client arising out of any claims whatsoever in relation to the Service and its use of the information provided thereunder which is not covered in the Terms & Conditions, will not exceed the monthly fee payable by the Client under Clause 10 thereof.

6. Title to Information/Proprietary Rights

All information provided by KAF-EQ through the Service or in connection thereof from time to time (including without limitation all information, programme or data made available for purpose of on-line downloading at the Client's end) and the User Guide (if any) supplied by KAF-EQ is the exclusive property of KAF-EQ. The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information in any manner whatsoever without the prior written consent of KAF-EQ nor use the information for any illegal or other purpose not permitted by KAF-EQ.

The Client shall protect KAF-EQ's contractual and statutory rights in or to the information furnished through the Service and shall immediately comply with all written or other forms of requests from KAF-EQ as KAF-EQ deems necessary to protect KAF-EQ's rights.

7. Client's Sole Risk

Neither the Service nor the information provided thereunder is intended to amount to or constitute financial, investment, tax or legal advice. Although the Service provides access to opinions, information and recommendation about how to invest and what to buy, none of these opinions, information or recommendation are developed or endorsed by KAF-EQ and the Service shall not be construed as amounting to offers, invitations or solicitation to buy or sell or otherwise deal with the securities concerned.

KAF-EQ does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all order made by it through the Service and executed by KAF-EQ pursuing thereto are made at the Client's sole and absolute risk.

The BURSA MALAYSIA SECURITIES BERHAD, as the regulatory and supervisory authority of KAF-EQ shall have the right to examine, inspect, scrutinise the Client's terminals for audit and other supervisory purpose as and when the BURSA MALAYSIA SECURITIES BERHAD deems fit. KAF-EQ shall not be liable for any loss or damage that may be suffered as a result of the action or omission of the BURSA MALAYSIA SECURITIES BERHAD.

8. Notification by Client

The Client shall notify KAF-EQ immediately and in any event not later than 24 hours from the time it becomes aware of the occurrence of any of the following:-

- a) Any unauthorised use of any of its Password, or of the Service or any information obtained thereunder.
- b) Any failure to receive a confirmation from KAF-EQ that any order(s) initiated by the Client through the Service has been received and/or executed;
- c) Any receipt of confirmation of Business Done which the Client did not place or any receipt of inaccurate or conflicting report or information.
- d) Any disruption in the provision of the Service; and/or
- e) Any changes in personal particulars including but not limited to the location of the KAF-EQ e-Trade terminal

9. Confidentiality

The Client shall be responsible for the secrecy, confidentiality and for the use of its password. The Client further accepts full and absolute responsibility for all orders and transactions entered through and under its Password and any such orders so received by KAF-EQ and any such transactions carried out by any person using the Services by mean of the Client's Password,

whether authorised or unauthorised and KAF-EQ shall not in any event be liable for any losses, damages, liabilities, cost and/or expenses incurred by the Client arising from or in connection therewith.

The Client shall be solely responsible to review the confirmation of Business Done to ascertain that its orders were correctly received by the dealer's representative(s) through the Service and that a transaction reference number has been duly issued immediately through the Service upon placing an order to buy or sell.

The Client understands and agrees that for the mutual protection of the Client and KAF-EQ, KAF-EQ may electronically record any of the telephone conversation conducted by the Client with KAF-EQ or any of its brokers, remisiers, employees, servants and/or agent.

10. Fee

The Client shall pay all the following fees, cost, charges and expenses ("**the Fees**") in connection with the Services at the times and in the manner stipulated by KAF-EQ:

- a) Subscription fees, expenses, handling fee, commission, and charges for the Service as KAF-EQ shall stipulate from time to time and all costs (including solicitor fees) if any incurred by KAF-EQ in collecting any overdue Fees from the client.
- b) Legal fees and other expenses incurred by KAF-EQ in the enforcement of KAF-EQ's right and entitlement under the Terms & Conditions and for the recovery of the monies owed by the Client to KAF-EQ; and
- c) Interest at prevailing rates as determined by KAF-EQ on debit balances in the Client's Account(s).

KAF-EQ reserves the right at any time and from time to time impose the Fees or vary the rate of the Fee or vary the time and manner of payment of the Fees without notice. All fees shall be nonrefundable, unless KAF-EQ agrees otherwise. The Client authorises KAF-EQ to debit the Client's Account(s) for all the Fees due and payable by the Client to KAF-EQ.

11. Continuing Security on Asset

- 11.1 The Client hereby grants KAF-EQ a continuing security interest and/or lien on the assets belonging to the Client in all its account with KAF-EQ to secure the timely payment of all Fees owed by it in connection with the Service and any other amount owing under the Terms & Conditions and that KAF-EQ shall be at liberty to use or dispose of these assets without notice to the client in whatsoever manner and upon such term and conditions as KAF-EQ deems fit to secure the full payment of such overdue Fees, subject to any rules of the BURSA MALAYSIA SECURITIES BERHAD or any relevant authority or under any applicable law in respect of such matter.

12. Taxes

The Client shall bear all taxes payable by it in connection with the Service, if any. For avoidance of doubt:-

- a) The Fees to be paid by the Client to KAF-EQ shall be made in full exclusive of any Tax, and without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding of or in respect of any Tax.
- b) In the event the Client is required by law to make any additional payment, deduction or withholding from Fees to KAF-EQ in respect of any Tax or otherwise, the sum payable by KAF-EQ in respect of which the deduction or withholding is required shall be increased so that the net Fees received by KAF-EQ is equal to that which KAF-EQ would otherwise have received had no deduction or withholding been required or made.
- c) In the event KAF-EQ is required by law to calculate and collect from the Client any amount paid or payable under this Terms & Conditions on account of any Tax, such amounts as calculated by KAF-EQ, shall be paid by the Client as additional to and without any deduction or set-off from the Fees payable under this Agreement to KAF-EQ.
- d) For the purpose of this Clause, "Tax" is defined as any present or future, Malaysian or foreign tax, levy imposed, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof.

13. Restriction in Use of Service

The Client shall not be entitled to use the Service if there exists any restriction whatsoever (including but not limited to cash up-front restriction) on the Client's Account(s) maintained with KAF-EQ, either imposed by KAF-EQ or by any relevant authority.

The availability of the Service by KAF-EQ is subject to the terms and conditions of any and all other agreements entered into between KAF-EQ and the Client.

14. Deposit

KAF-EQ reserves the right to require the Client to place cash and/or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of KAF-EQ to determine the amount and value of deposit payable by the Client and the time and manner for the placement and nature of such deposit and the terms and condition.

KAF-EQ shall not be held responsible or be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Client arising from failure or refusal to provide the Service to the Client or arising from failure or delay by the Client to place such deposit.

15. Indemnity

15.1 The Client unconditionally and irrevocably undertakes to fully and effectively indemnify KAF-EQ, its agent and servants and keep each of them indemnified from and against any and all claims, losses (including loss of profit), liabilities, obligations, penalties, fines, costs and expenses (including but not limited to solicitors fees on a solicitor and client basis) sustained by KAF-EQ due to the execution by KAF-EQ of any buy and sell orders given by the Client or purported to be given by the Client or any other party(ies) using the Client's Password (whether such use is authorised or unauthorised) or having access to the Service and/or to any electronic or telecommunication device thereof at all times whether with or without the Client's consent or any breach or alleged breach or violation by the Client (or its agents or representatives or person acting under it) of any part of the Terms & Conditions or any third party rights including but not limited to violation of any copyright, proprietary or privacy right. This obligation to indemnify KAF-EQ shall continue in full force and effect and shall survive the termination of the service for any reason whatsoever or the suspension, termination or closure of the Client's Account(s).

16. Termination of Right of Access

Notwithstanding anything herein to the contrary, KAF-EQ may in its absolute discretion at any time and for any reason whatsoever (including a breach of any part of the Terms & Conditions or any unauthorised use of the Password), forthwith terminate the Client's right of access to the Service or any portion of the Service without notice and without compensation and without any obligation to give any reason whatsoever.

In the event of termination by KAF-EQ under the Clause 16.1, KAF-EQ shall not be liable to the Client for any claims, losses or anticipated profit may be suffered by the Client as a result of or in connection with such termination and that the Client is liable for all monies due and payable by the Client to KAF-EQ; provided however, where the termination is without cause KAF-EQ may in its absolute discretion refund a prorated portion of any monthly fee already paid to KAF-EQ by the Client.

The Client may terminate the Service by giving KAF-EQ one (1) month's written notice.

17. Representation/Covenants

The Client represents and warrants to KAF-EQ that otherwise as disclosed by the Client to KAF-EQ in writing and accepted by KAF-EQ:-

- a) the Client is not a securities broker/dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association, or future exchange or an owner/partner or associated person of any of the foregoing;
- b) the Client is not employed by any bank or any organisation or corporation to perform

- functions related to securities or commodities futures investment or trading activity.
- c) the Client is a customer of KAF-EQ and maintains a share trading account with KAF-EQ; and
 - d) the Client is a subscriber or customer of the electronic/telecommunication service provider agreed by KAF-EQ.

The Client undertakes with KAF-EQ that as long as the Client has access to the Service:-

- a) the Client agrees to be bound by the Terms & Conditions as amended from time to time;
- b) unless otherwise agreed to in writing by KAF-EQ, the Client will use the information provided through the Service solely in connection with its personal investment activities and not in connection with any trade or business activities;
- c) the representations and warranties in Clause 17.1 herein shall remain true and accurate;
- d) the Client will not do anything to jeopardise the quality, reliability or integrity of the Service;
- e) the Client shall ensure that there is no unauthorised use of the password; and
- f) the Client will comply with all guidelines issued by KAF-EQ in connection with the Service.

18. Acknowledgement

The Client acknowledges that KAF-EQ is providing the Service on the basis of the Client's agreement to be bound by the Terms & Conditions.

The Client further acknowledge that the Terms & Conditions constitute the complete statement of its agreement with KAF-EQ and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Services notwithstanding if they are contained in any material provided by KAF-EQ.

The Client hereby acknowledges that the Terms & Conditions shall supercede any prior agreement (whether written or oral, if any) between KAF-EQ and the Client in respect of the Service hereunder. Any such prior agreement is cancelled as at the date stipulated herein

KAF-EQ's acceptance of the Client's duly execute and affirmed application shall constitute a valid agreement binding on KAF-EQ and the Client based on the declaration and stipulations herein contained, the information in the Application Form and the Terms & Conditions herein as if an agreement under written law relating to dealing in securities has been properly constituted and executed. The acceptance of the Client application is deemed effective upon such notice being sent by KAF-EQ in accordance with Clause 20. The Client shall, if so requested by KAF-EQ, execute a formal agreement relating to the same.

19. Amendments and Modifications

- 19.1 Notwithstanding anything contained herein, KAF-EQ may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Terms & Conditions at any time or from time to time and/or impose additional clauses which shall bind the Client as if the amendment and additional clauses have been originally set out in the Terms & Conditions.

20. Notices

Any notice or demand or other document may be sent by KAF-EQ to the Client by any one or more of the following methods:

- a) By registered or ordinary post to the Client's address as stated in the Application Form hereto or the Client's last known address and shall be deemed to have been received two (2) calendar days after the date of posting notwithstanding postal delay of notification;
- b) by transmitting the same to the Client's email address or via facsimile to the number as stated in the Application Form or the Client's last known email address/ fax number known to KAF-EQ and shall be deemed to have been received by the Client immediately upon successful the transmission thereof notwithstanding any delay caused by mechanical or electronic failure or any reasons whatsoever; or
- c) by publishing such notice in the designated forum provided in the Services and shall be deemed to have been received by the Client immediately upon the date of publishing thereof.

All notices or instructions including any change in the Client's address sent by Client to KAF-EQ shall be in writing and sent by ordinary or registered post or delivered personally to KAF-EQ at its then prevailing place of business (deemed received by KAF-EQ when KAF-EQ had in fact received the same) or transmitted via facsimile or through the designated forum provided in the Service

(deemed received by KAF-EQ when KAF-EQ has actual notice of the same respectively PROVIDED ALWAYS all trading orders shall be communicated by the Client to KAF-EQ through the designated forum provided in the Service.

21. Access to KAF-EQ e-Services

General

- a) Terms and conditions of Access to KAF-EQ e-Services KAF-EQ e-Services herein provided are subject to the applicable terms and conditions governing their use.
- b) These terms and conditions of Access to KAF-EQ e-Services may be changed from time to time with thirty (30) days prior notice via such mode as KAF-EQ deems appropriate. The Client continued access to KAF-EQ e-Services, whether via the internet, mobile or any other available mode or medium, subsequent to any such change will be deemed as the Client's acceptance to those changes.
- c) Without limiting the above and/or the terms and conditions of the applicable agreements governing all the online services of KAF-EQ, reasonable measures will nevertheless be taken by KAF-EQ to ensure the accuracy and validity of all information relating to the e-Statement which originate exclusively from KAF-EQ.

Disclaimer

- a) The Client accept and assume the risks associated with electronic or online devices, including delays, errors, viruses, loss of transmitted information, failure in the transmission or any other risks to the Client's computer system due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the Client's control or anticipation and/or inherent risks in receiving e-Statement.
- b) The Client shall be responsible to evaluate the quality, adequacy, completeness and usefulness of all services, content, advice, opinions and other information obtained or accessible through KAF-EQ e-Services. Further, the Client should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any trading and/or transaction based on any such materials or information provided by KAF-EQ e-Services.
- c) Except as otherwise expressly stated in this Clause 21, the Client understand that KAF-EQ shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages arising in connection with the Client having an access or use or the inability to access or use KAF-EQ e-Services, reliance on the information contained in KAF-EQ e-Services, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

Liability & Indemnity

- a) The Client hereby irrevocably agree to be liable for and to indemnify and keep indemnified KAF-EQ from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by KAF-EQ in connection with or arising from:-
 - (i) the Client's use or misuse of KAF-EQ e-Services and the information and services provided herein;
 - (ii) the Client's breach or violation of the Clause 21 of the Access to KAF-EQ e-Services howsoever occasioned;
 - (iii) any intellectual property right or proprietary right infringement claim made by a third party against KAF-EQ in connection with the Client's use of KAF-EQ e-Services; or
 - (iv) the Client's fraudulent acts.

The Client's liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:-

- (i) a technical breakdown or proven deficiency in the systems and equipment under the full control of KAF-EQ; or
 - (ii) a proven weakness or vulnerability in the security features and controls adopted by KAF-EQ.
- b) the Client shall not use KAF-EQ e-Services for any purpose other than to access the Client's trading account(s);
 - c) the Client shall not reproduce, publish or modify or permit another person to do so in any manner without the express prior written consent of KAF-EQ.
 - d) the Client understand the risks involved in communication over the internet and the Client shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents of e-Statement therein and the Client hereby waive any such right the Client may have at law.
 - e) the Client understand and agree that in the event KAF-EQ e-Services not able to deliver via web portal i.e <https://etrade.kaf.com.my> and/or deliver via e-mail services, the e-Statement will be sent to the Client, in hardcopy version via postage to the Client's latest correspondence address maintained with KAF-EQ.
 - f) the Client understand and agree that the Client's personal details, e-mail address, handphone number, correspondence address and/or any other information which have been registered or in possession of KAF-EQ shall be true, complete and updated. In the event that there are any changes to the Client's information and details, the Client shall notify KAF-EQ immediately by calling KAF-EQ Customer Service Officer or the Client's assigned dealer's representative(s).
 - g) The Client hereby irrevocably consent to the disclosure by KAF-EQ of the Client's personal information and/or all transactions in respect of the Client's dealing in securities and/or derivatives as contained in the Client's e-Statement to the Client's assigned dealer's representative(s) and/or registered representative(s). The Client hereby further release KAF-EQ from all liabilities of whatsoever nature arising from any of unauthorized acts of the Client's assigned dealer's representative(s) and/or registered representative(s) in connection with this authorisation.
 - h) The Client agree that this instruction shall be valid until written revocation is given by the Client to KAF-EQ. The Client also understand that KAF-EQ may cancel this service without providing any reason and/or prior notice to the Client.
 - i) The Client agree and understand KAF-EQ may from time to time, on its absolute discretion, determine, vary the frequency, manner of use or availability of the e-Services and KAF-EQ shall only use reasonable endeavours to provide this e-Statement
 - j) The Client shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection with KAF-EQ acceding to the Client above request.

Miscellaneous

- a) If any provisions in this Clause 21 of the Access to KAF-EQ e-Services are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such provision. The remaining provisions shall not be affected.
- b) Any waiver or indulgence granted shall not prevent KAF-EQ from enforcing the other parts of the Clause 21 of the Access to KAF-EQ e-Services which are unaffected by such waiver or indulgence, or other rights or require KAF-EQ to grant further indulgence. The rights and remedies provided by law are not excluded by these Clause 21 of the Access to KAF-EQ e- Services.

- c) Any rights not expressly granted herein are reserved.

Cancellation

In the event of the Client opt to receive hardcopy statement after agreeing to this Clause 21 of the Access to KAF-EQ e-Services, the Client has the right to do so by calling KAF-EQ Customer Service Officer or via the Client's assigned dealer's representative(s).

Law and Jurisdiction

- 1) These Terms and Conditions of Access to KAF-EQ e-Services are governed by and are to be construed in accordance with the laws of Malaysia. By accessing KAF-EQ e-Services and/or using the information and/or services provided herein by KAF-EQ, the Client hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the Client access and use of to KAF-EQ e-Services.
- 2) KAF-EQ makes no representation that the materials, information, functions and/or services provided on KAF-EQ e-Services are appropriate or available for use in jurisdictions other than Malaysia.

DECLARATION AND CONSENT BY CLIENT:

I hereby declare that the information given is true and correct and that I have not willfully withheld any material facts and that I undertake to notify KAF-EQ immediately in writing of any changes in such information. By signing below, I hereby: -

1. Request that the access to and utilisation of the electronic investor services (known as "KAF-EQ e-Trade") or any other such services approved by you from time to time for the purposes of securities trading be granted to me;
2. Agree that I will subscribe to KAF-EQ e-Trade and I agree to abide by the Terms & Conditions herein as included and amended from time to time;
3. Agree that I will subscribe to KAF-EQ e-Services and I agree to abide by the terms and conditions **of Access to KAF-EQ e-Services** herein as included and amended from time to time;
4. Authorize you to check and verify any information on me including but not limited to my credit history from any third party or sources as you may choose or deem appropriate;
5. Agree that KAF-EQ may from time to time vary the Terms & Conditions of KAF-EQ e-Trade and the charges for the KAF-EQ e-Trade at its absolute discretion;
6. Understand and agree that all costs and charges incurred by me in using KAF-EQ e-Trade shall be borne by me and I authorise KAF-EQ to debit my account with you for charges (if any) without any refund;
7. Agree that KAF-EQ reserve the right to reject, withdraw or terminate my application or usage of the KAF-EQ e-Trade without notice and without assigning any reasons thereto;
8. Agree that all notices or documents arising from all my trading activities under my trading account maintained with you may be sent by you in any one or more of the following manner:
 - a) by transmitting such notices or documents to my email address as stated herein and shall be deemed to have been received by me immediately upon the successful transmission thereof notwithstanding any delay however caused or for any reasons whatsoever.
 - b) by publishing such notices or documents in the designated forum provided by KAF-EQ e-Trade and shall be deemed to have been received by me immediately upon the date of publishing thereof; or
 - c) by transmitting such notices or documents through facsimile at the number as stated herein or as to be notified from time to time and shall be deemed by me upon successful transmission. AND
9. Acknowledge that you are entitled to rely on the contents of all notices or documents (other than trading order) received by you from me via facsimile.
10. I hereby consent to the disclosure by Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to KAF-EQ, and to such agents, service providers and sub-contractors of KAF-EQ as informed by KAF-EQ to Bursa Depository, of any information or documents relating to my affairs and in particular, relating to my securities account. 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/we may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository. "