SEAGROATT & CAMPBELL SECURITIES SDN BHD (134631-U)
(A Participating Organisation Of Bursa Malaysia Securities Bhd)
11th - 14th FLOOR, CHULAN TOWER, NO. 3, JALAN CONLAY, 50450 KUALA LUMPUR.
Tel: 03-21710228 FAX: 03-21710304

APPLICATION FOR KAF e-Trade

Name of Applicant						
NRIC No/ Company No						
Telephone No	Hse		Off		H/P	
Email Address						
CDS Account No						
Trading Account No						
Name Of Dealer's Representative					Code	

TERMS AND CONDITIONS

KAF-Seagroatt & Campbell Securities Sdn Bhd ('KAF) has introduced a system of electronic investor services known as KAF e-Trade ("the Service") provided through an internet portal operated by KAF or the provider(s) from time to time which offer access to stock broking service provided by KAF. The Service shall be utilised through media agreed by KAF from time to time for the purpose of trading of shares and stock listed on the BURSA MALAYSIA SECURITIES BERHAD through KAF, exclusively for the use by its clients. The Client shall continue to be bound by the terms and conditions ("Terms & Condition) as set out below notwithstanding that KAF 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 from time to time.

1. The service

1.1. KAF 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; and
h) any other facilities that may be introduced by KAF form time to time at its absolute discretion.

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

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

1.4 KAF 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

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

2.2 KAF 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.

2.3 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 lines, 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 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 in respect of any losses, liabilities, costs and/or expenses resulting from any failure by KAF to receive the Client's instruction as aforesaid.

4. No Guarantee or Warranty.

4.1 The information provided through the Service has been independently obtained by KAF only for information of the Client through sources, including authorised dissemination agent of the BURSA MALAYSIA SECURITIES BERHAD, believed by KAF to be reliable at the relevant times. KAF 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 shall not be held responsible or liable.

4.2 Neither KAF 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.

4.3 KAF 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

5.1 In addition to and not in derogation of any other terms of the Terms & Condition, KAF shall not in any event be liable to the Client or any other party having access to the Service whether with or without KAF'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 to execute or cancel or amend any buy and sell orders, notwithstanding that KAF had been advised of the possibility of the same.

5.2 KAF 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.

5.3 KAF 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.

5.4 The liability of KAF (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 & Condition, will not exceed the monthly fee payable by the Client under Clause10 thereof.

6. Title to Information/Proprietary Rights

6.1 All information provided by KAF 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 is the exclusive property of KAF. 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 nor use the information for any illegal or other purpose not permitted by KAF.

6.2 The Client shall protect KAF'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 as KAF deems necessary to protect KAF's rights.

7. Client's Sole Risk

7.1 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 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.

7.2 KAF 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 pursuing thereto are made at the Client's sole and absolute risk.

7.3 The BURSA MALAYSIA SECURITIES BERHAD, as the regulatory and supervisory authority of KAF 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 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

8.1 The Client shall notify KAF 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 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 e-Trade terminal

9. Confidentiality

9.1 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 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 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.

9.2 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.

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

10. Fee

10.1 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:

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

10.2 KAF 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 agrees otherwise. The Client authorises KAF to debit the Client's Account(s) for all the Fees due and payable by the Client to KAF.

11. Continuing Security on Asset

11.1 The Client hereby grants KAF a continuing security interest and/or lien on the assets belonging to the Client in all its account with KAF to secure the timely payment of all Fees owed by it in connection with the Service and any other amount owing under the Terms & Condition and that KAF 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 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

12.1 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 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 in respect of any Tax or otherwise, the sum payable by KAF in respect of which the deduction or withholding is required shall be increased so that the net Fees received by KAF is equal to that which KAF would otherwise have received had no deduction or withholding been required or made.
c) In the event KAF is required by law to calculate and collect from the Client any amount paid or payable under this Terms & Condition on account of any Tax, such amounts as calculated by KAF, 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.
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

13.1 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, either imposed by KAF or by any relevant authority.

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

14. Deposit

14.1 KAF 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 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.

14.2 KAF 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, 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 due to the execution by KAF 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 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

16.1 Notwithstanding anything herein to the contrary, KAF may in its absolute discretion at any time and for any reason whatsoever (including a breach of any part of the Terms & Condition 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.

16.2 In the event of termination by KAF under the Clause 16.1, KAF 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; provided however, where the termination is without cause KAF may in its absolute discretion refund a prorated portion of any monthly fee already paid to KAF by the Client.

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

17. Representation/Covenants

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

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 and maintains a share trading account with KAF; and
d) the Client is a subscriber or customer of the electronic/telecommunication service provider agreed by KAF.

17.2 The Client undertakes with KAF that as long as the Client has access to the Service:-
a) the Client agrees to be bound by the Terms & Condition as amended from time to time;
b) unless otherwise agreed to in writing by KAF, 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 in connection with the Service.

18. Acknowledgement

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

18.2 The Client further acknowledge that the Terms & Condition constitute the complete statement of its agreement with KAF 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.

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

18.4 KAF's acceptance of the Client's duly execute and affirmed application shall constitute a valid agreement binding on KAF 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 in accordance with Clause 20. The Client shall, if so requested by KAF, execute a formal agreement relating to the same.

19. Amendments and Modifications

19.1 Notwithstanding anything contained herein, KAF may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Terms & Condition 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

20.1 Any notice or demand or other document may be sent by KAF 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 know email address/ fax number known to KAF 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.

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

ALWAYS all trading orders shall be communicated by the Client to KAF through the designated forum provided in the Service.

DECLARATION 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 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 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 e-Trade and I agree to abide by the Terms & Condition herein as included and amended from time to time;
3. 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;
4. Agree that KAF may from time to time vary the Terms & Conditions of KAF e-Trade and the charges for the KAF e-Trade at its absolute discretion;
5. Understand and agree that all costs and charges incurred by me in using KAF e-Trade shall be borne by me and I authorise KAF to debit my account with you for charges (if any) without any refund;
6. Agree that KAF reserve the right to reject, withdraw or terminate my application or usage of the KAF e-Trade without notice and without assigning any reasons thereto;
7. 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 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
8. 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.

WITNESSED BY:

_____	_____
Applicant's Signature	Witness Signature
Name:	Name:
NRIC:	NRIC:
Date:	Date:

For Dealers / Remisiers Use

Dealers/ Remisier Name		Dealers / Remisiers Code	

RECOMMENDATION AND GUARANTEE BY REMISIER

I …… NRIC No. …….. of

(address)……..

……..……..……..

Hereby recommend the approval of the above client's application for KAF e-Trade Facility. I hereby undertake to be fully and personally liable to the Company for the due performance of the terms and conditions of the facility and will fully indemnify the Company and keep the Company indemnified for any losses whatsoever arising from any orders executed manually, automated or otherwise through the KAF e-Trade Facility extended to the above named client.

…….....…..... ...…….……

Remisier's Signature Date

FOR OFFICE USE

Recommended By :

…….. …….

Credit Control Department Date

Remarks : ……..
……..
……..
…….

☐ Approved ☐ Not Approved

……. .....…..……..

CCD MANAGER DATE