

Derivatives' Online Trading Agreement (Terms and Conditions of Services)

PREAMBLE

This agreement is made between Apex Securities Berhad, a company incorporated in Malaysia with its registered office at 6th Floor, Menara Apex, Off Jalan Semenyih, Bukit Mewah, 43000, Kajang, Selangor Darul Ehsan (hereinafter referred to as "ASB") of the first part, and the Applicant on the use of Internet Connectivity Facility for Access to ASB Online Trading Services provided by ASB (hereinafter referred to as "Client") of the second part.

In consideration of ASB agreeing to grant the Client on the Internet Connectivity Facility for Access to ASB Online Trading Services (as hereinafter defined) and to use the Internet Connectivity Facility for Access to ASB Online Trading Services provided by ASB in respect of trading in derivatives / futures contracts (as defined in the Capital Markets and Services Act 2007), the Client hereby agrees to the Risk and System Disclosure Statement and Terms and Conditions set out herein.

RISK AND SYSTEM DISCLOSURE STATEMENT

The Client hereby represents and declares that the Client understands and accepts the following associated with trading and/or using the Internet Connectivity Facility for Access to ASB Online Trading Services: -

- a) Online Trading means of communication is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the Information Providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. As a result of such reliability, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the Online Trading service or any communication equipment or facilities, errors, omission or delays in the transmission and receipt of Instructions and other data and information and in the execution and confirmation of Instructions and/or the execution of Instructions at prices which may be different from those indicated on the service or prevailing at the time the Instructions were given. There are also other risks involved such as in the unauthorized access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and Information, including personal data.
- b) Instructions of trading or routing orders using Internet Connectivity Facility for Access to ASB Online Trading Services are subject to the rules and regulations of the Exchange(s) offering the system and/or listing the Contracts. Before the Client engages in Instructions using Internet Connectivity Facility for Access to ASB Online Trading Services, the Client should carefully review the rules and regulations of the Exchange(s) offering the system and/or listing Contracts the Client intends to trade.
- c) Trading or routing orders through Internet Connectivity Facility for Access to ASB Online Trading Services vary widely among the different Online Trading systems. The Client should consult the rules and regulations of the Exchange offering the Online Trading system and/or listing the Contracts traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, and trading limitations or requirements, and in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to Information Providers and the receipt and monitoring of Online Trading mail.
- d) Trading through Internet Connectivity Facility for Access to ASB Online Trading Services or order routing system exposes the Client to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, the Client may not be able to enter new Instructions, execute existing Instructions, or modify or cancel Instructions that were previously entered. System or component failure may also result in loss of Instructions or Instruction priority.

TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires: -

Applicable Laws: includes, but is not limited to, any rules, regulations, orders, decisions, procedures and other requirements whatsoever whether having legal force or otherwise of any applicable regulatory body, exchange, clearing house, governmental or other authority to which a party or the execution and/or clearing of any transactions under the Trading Agreements is subject to;

BMB: means Bursa Malaysia Berhad;

BMDB: means Bursa Malaysia Derivatives Berhad;

ASB Online Trading Services: means transmission of the Online Orders using any types and means of Online communication (including without limitation using ASB's telecommunication, computer or Online network or systems, internet, personal computers and mobile device) and includes service or information accessible through ASB's system made available or provided to the Client, either directly or through third parties, trading through a Direct Market Access Infrastructure (as defined in the Rules of Bursa Malaysia Derivatives Berhad) ("DMA") or trading by any other medium of Online communication which ASB may adopt or introduce for use to its clients;

Connected Exchange: means Bursa Malaysia Derivatives Berhad and any other recognized Derivatives Exchange(s) approved by the Securities Commission;

DMA: means Direct Market Access;

Information: means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to the derivatives / futures markets;

Instructions: means any instructions or orders regarding derivatives / futures transactions communicated by the Client or its Authorised Persons to ASB in accordance with the Client Agreement including online Instructions given by means of Online Services;

ASB: means Apex Securities Bhd and/or the brokers;

Internet Trading: means a trading platform for derivatives / futures, options and strategies – including spreads between contracts traded on different exchanges. Prices and the statuses of working orders are updated in real-time. Internet Trading can connect to exchanges over WANS (wide-area networks), LANs (local-area networks), leased lines, or the Internet.

Login ID: means the Client's identification, used in conjunction with the Password, to gain access to the Online Services;

Online Orders: means orders to buy and sell derivatives / futures contracts using the Internet Connectivity Facility for Access to ASB Online Trading Services to be transmitted to the Connected Exchange;

Password: means the Client's password, used in conjunction with the Login ID, to gain access to the Online Services;

Trading Agreements: means any and all documentation between the Client and ASB and includes without limitation client agreements, as agreed or amended from time to time;

2. Deposits and Full Margin

2.1 The Client agrees that the online trading account (included "spread trade") shall maintain a full margin as required by ASB. In the event of impairment to less than full margin, ASB shall in its absolute discretion without any notice to the Client liquidate/close any or all open positions as may be required to restore to full margin levels. The Client irrevocably accepts that in carrying out such act(s) as aforementioned, ASB owes no duty or obligation of whatever nature to the Client to eliminate or minimize the Client loss.

2.2 At its sole discretion Apex Securities Berhad may change margin requirements at any time it deems appropriate, and shall apply to all existing and new positions.

3. Pre-requisite Requirements

3.1 If the Client wishes to use the Internet Connectivity Facility for Access to ASB Online Trading Services, the Client must establish and maintain a telecommunication device/line/network.

3.2 If ASB makes the Internet Connectivity Facility for Access to ASB Online Trading Services available to the Client, the Client acknowledge that:

Derivatives' Online Trading Agreement (Terms and Conditions of Services)

- a) there may be delays in the processing, execution, amendment or cancellation of the Online Order entered through the Internet Connectivity Facility for Access to ASB Online Trading Services;
- b) the execution of the Online Order placed through the Internet Connectivity Facility for Access to ASB Online Trading Services may be delayed by trading restrictions that ASB may establish or revise from time to time at Broker's discretion (the "Filters") or other Online features of the Online system;
- c) ASB is not responsible for the installation and operation of equipment (including telecommunication lines) necessary to access the Internet Connectivity Facility for Access to ASB Online Trading Services in order to use the Internet Connectivity Facility for Access to ASB Online Trading Services; and
- d) the use of the Internet Connectivity Facility for Access to ASB Online Trading Services is subject to the disclaimers, notices, acknowledgements and other conditions placed or otherwise accessible in the Internet Connectivity Facility for Access to ASB Online Trading Services.
- 3.3 The Client shall provide ASB such information as ASB may request to set up the Client's reference data for the provision of the Internet Connectivity Facility for Access to ASB Online Trading Services.
4. **Closing Out**
Notwithstanding any provisions in this form or otherwise, the Client hereby irrevocably authorize ASB to close out any or all of your Contract(s), without prior notice to you or your commission registered representative, whenever:
- a) ASB at our sole discretion deem it advisable for our protection;
- b) The Client are in breach or default of any of the Client obligations to ASB whether pursuant application of the terms of this letter or otherwise;
- c) In ASB opinion the Client financial or business condition has materially or adversely changed since the date hereof;
- d) A petition is filed or any steps are taken with a view to or which would result in the Client bankruptcy, winding-up or liquidation or any steps are taken with a view to or which would result in the appointment of an official assignee receiver or manager (including a judicial manager) in relation to you or your assets as the case may be
5. **Execution Limit**
- 5.1 The Client covenant to observe the trading conditions imposed or to be imposed by ASB on the Client from time to time, including without limitation credit limits imposed on the trading activities of the Client. In the event the trading limits imposed on the Client are breached at any time, the Client shall take all steps necessary to rectify the position and to ensure that it is within the allowed limits. In the event the Client fail to do so, ASB shall, and is hereby authorised to take such steps as is necessary to ensure that the Client remain within the permitted trading limits, without notice to the Client and ASB shall not be liable in respect of any losses thereby sustained.
- 5.2 The Client acknowledge and agree that ASB and/or the Connected Exchange may set specific parameters defining the orders that may be entered by the Client, including restriction to specific instruments or size of orders, and ASB shall have the right to reject orders that do not fall within the designated parameters of authorised orders.
- 5.3 For the avoidance of doubt, the Client's Online Orders will be subject to the Filters, including (without limitation) the Filters whose object is to:
- a) prevent a breach of the Applicable Laws; or
- b) prevent the Online Orders being registered with a trading platform where the price at which the Online Order is submitted through the Internet Connectivity Facility for Access to ASB Online Trading Services is too far from the prevailing market price for the relevant derivatives / futures contract; or
- c) ensure that the Internet Connectivity Facility for Access to ASB Online Trading Services does not interfere with the efficiency and integrity of the market conducted by the Connected Exchange.
- 5.4 ASB has, and accepts, no responsibility or liability to the Client or any person claiming through the Client for failing to register such Online Orders with the trading platform.
6. **Authorised Access**
The Client hereby agrees and undertakes at all times:
- a) to keep strictly confidential and safeguard any and all user names, passwords. Identification or other access codes issued to the Client by ASB for the purpose of enabling the Client to access the Internet Connectivity Facility for Access to ASB Online Trading Services (the "Security Features"); and
- b) to immediately notify ASB in writing if the Client suspects that the confidentiality of the Security Features has been compromised or if the Client's account has been accessed or used without his authority.
- c) **to remember log out his/her account ID from the internet web page before he/she leaves the computer.**
- d) ASB shall not responsible and liable for any unauthorised key in claiming by the client.
7. **Placing of Online Orders through the Internet Connectivity Facility for Access to ASB Online Trading Services**
- 7.1 The Client shall enter orders and trade in compliance with the Applicable Laws.
- 7.2 ASB shall be entitled to treat any instruction and/or communication transmitted via the Internet Connectivity Facility for Access to ASB Online Trading Services as genuine and ASB shall be under no duty to verify the authenticity of such instruction or communication.
- 7.3 The Client shall be responsible for any accidental, fraudulent or unauthorised instruction or communication transmitted to the Internet Connectivity Facility for Access to ASB Online Trading Services. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of instruction or communication, the Client shall immediately notify ASB in writing.
- 7.4 The Client shall be liable for and accept the consequences for all transactions transmitted by accessing the Internet Connectivity Facility for Access to ASB Online Trading Services even if any such transactions are incorrect, originate from a person other than the Authorised Persons or are miscommunicated due to a malfunction of the Internet Connectivity Facility for Access to ASB Online Trading Services. The Client shall not assert the absence of additional controls as a reason for rejecting commitments arising from Online Orders transmitted via the Internet Connectivity Facility for Access to ASB Online Trading Services.
8. **Acceptance of Order**
- 8.1 An Online Order will only be accepted by ASB and/or the Internet Connectivity Facility for Access to ASB Online Trading Services for transmission to the Connected Exchange if the Client has provided all the following information: -
- a. contract code;
- b. contract month;
- c. buy/sell;
- d. order quantity;
- e. limit price (if applicable); and
- f. such other information as may be requested by ASB and/or the Internet Connectivity Facility for Access to ASB Online Trading Services.
- 8.2 The Client agrees to check the details of an Online Order before transmission, as it may not be possible to cancel the Online Order once transmitted. The Client acknowledge that a request to cancel or amend an Online Order is only possible before such Online Order is executed and the Client agree to accept full responsibility for any full or partial execution of a Online Order whether or not the Client purport to, or otherwise have attempted to, cancel or amend such Online Order.
- 8.3 An Online Order may be rejected automatically by the Internet Connectivity Facility for Access to ASB Online Trading Services, and ASB shall be entitled in its absolute discretion (without any liability to the Client) to change or remove an Online Order, stop or cancel an Online Order, for any reason whatsoever, including, if the conditions described in Clause 8.1 are not fulfilled or in ASB's sole opinion, the execution of such Online Order would be in breach of any Applicable Laws or otherwise adversely affect ASB's interests.
- 8.4 Notwithstanding the above, ASB shall be entitled to discontinue accepting orders from the Client at any time without notice.
- 8.5 ASB shall be entitled, at any time without notice to the Client and without in any way being liable for any loss or damage whatsoever to the Client to: -

Derivatives' Online Trading Agreement (Terms and Conditions of Services)

- a) amend, modify, suspend or terminate the operation of the Internet Connectivity Facility for Access to ASB Online Trading Services; and/or
b) suspend or terminate the Client's access to and use of the Internet Connectivity Facility for Access to ASB Online Trading Services.
- 8.6 The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by ASB or by the Connected Exchange (as the case may be) on the Internet Connectivity Facility for Access to ASB Online Trading Services concerning the carrying out or execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.
9. **Notice by the Client**
The Client shall notify ASB immediately in writing upon its becoming aware of either of the following: -
a) any unauthorised use of the Internet Connectivity Facility for Access to ASB Online Trading Services; or
b) any failure by the Client to receive a receipt acknowledgement, statement, confirmation, advice and/or other appropriate response in the ordinary course of business that any Online Order has been received and/or executed or if the Client receives a receipt acknowledgement, statement, confirmation, advice and/or response relating to an Online Order which the Client did not place.
10. **Distribution and Intellectual Property**
10.1 The Client agree to keep all information available to the Client through the use of the Internet Connectivity Facility for Access to ASB Online Trading Services (including any reports sent to the Client by ASB) (the "Information") secure and confidential and not allow any person to have access to them other than ASB's authorized personnel who require such access to operate the services extended to the Client herein.
10.2 The Client shall not:-
a) modify, reproduce or create in any manner any derivative works of the content in, under or to the Internet Connectivity Facility for Access to ASB Online Trading Services for use, transmission, distribution or display on the Internet Connectivity Facility for Access to ASB Online Trading Services or any other websites without ASB's prior written consent;
b) retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner whatsoever without ASB's prior written consent; and
c) use the Information obtained from the Internet Connectivity Facility for Access to ASB Online Trading Services for any illegal purposes or in such a manner as to encourage illegal activities;
10.3 The Client accept and acknowledge that all intellectual property rights (whether by way of copyright or otherwise) in the Information vests solely in and shall remain the exclusive property of ASB and/or other third parties. The Client agree and undertake not to do anything that will violate or infringe intellectual property rights of ASB and/or other third parties and will take all necessary measures to preserve and protect these rights.
11. **Representations, Warranties and Undertakings**
11.1 The Client represent and warrant to ASB: -
a) that these Terms and Conditions are legal, valid and binding obligations of the Client, enforceable against the Client;
b) that the Client has all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree these Terms and Conditions, to access and use the Internet Connectivity Facility for Access to ASB Online Trading Services;
c) that any Online Orders placed are solely and exclusively based on the Client's own judgment and after the Client's own independent appraisal and investigation into the risks associated with such Online Orders or dealings;
d) that any person(s) empowered to act on the Client's behalf have been duly authorised;
e) that the Client and each of the authorised persons has the knowledge of the process for the submission of orders through the Internet Connectivity Facility for Access to ASB Online Trading Services, including through the use of DMA, the laws and rules in relation to trading on the Connected Exchange, is familiar with, understand, and will keep themselves updated on the Applicable Laws;
f) that the Client shall, when requested by ASB and/or the Connected Exchange, furnish to the Connected Exchange the Client's written confirmation ("the said Confirmation") that the Client, and its authorised persons, has requisite knowledge of the requirements set out in Clause 11.1(e), such said Confirmation to be in a format acceptable to the Connected Exchange; and
g) that the Client's relationship with ASB pursuant to these Terms and Conditions is limited to the access to and use by the Client of the Internet Connectivity Facility for Access to ASB Online Trading Services, and the Client acknowledge that the Internet Connectivity Facility for Access to ASB Online Trading Services provided by ASB in respect of a relevant market is subject to the Applicable Laws and the Client shall be responsible for compliance with the Applicable Laws.
11.2 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the Client transmits Online Orders using the Internet Connectivity Facility for Access to ASB Online Trading Services.
12. **Confidentiality**
12.1 ASB may convey Information to the Client by Internet Connectivity Facility for Access to ASB Online Trading Services. The Client may be charged a fee for Information ASB provides that has been obtained from any markets and from other third parties that transmit Information (collectively referred to as the "Information Providers").
12.2 The Information is the property of ASB, the Information Providers or others and is protected by copyright. The Client shall: -
a) not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and
b) not use the Information or any part thereof other than for the Client's own use or in the ordinary course of the Client's own business.
12.3 The Client agrees not to: -
a) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of ASB and the relevant Information Provider(s);
b) use the Information for any unlawful purpose;
c) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in any Contracts.
12.4 The Client agrees to comply with reasonable written requests by ASB to protect the Information Providers' and ASB's respective rights in the Information and the Internet Connectivity Facility for Access to ASB Online Trading Services.
12.5 The Client shall comply with such reasonable directions as ASB may give from time to time concerning permitted use of the Information.
13. **Exclusion and Limitation of Liability**
13.1 The Client acknowledge that BMDB and/or BMB and/or ASB and/or any other company which provide Internet Trading system to ASB (including its related companies, directors, connected parties and/or their employees) make no representation and/or warranty, express or implied or statutory, in respect of the BMDB and ASB's derivatives order management system services including the Internet Connectivity Facility for Access to ASB Online Trading Services and/or any other Internet Trading System.
13.2 In no event shall BMDB and/or BMB and/or ASB and/or any other company that provide Internet Trading system to ASB be liable for any claim or demand, whatsoever and howsoever arising, in relation to the Internet Connectivity Facility for Access to ASB Online Trading Services.
13.3 BMDB and/or BMB and/or ASB and/or any other company which provide Internet Trading system to ASB shall not be liable or have any responsibility whatsoever for:

Derivatives' Online Trading Agreement (Terms and Conditions of Services)

- a) Any delays, errors, interruptions or failure in transmission of Online Orders caused by or arising from the Internet Connectivity Facility for Access to ASB Online Trading Services.
- b) Any successful trading with wrong prices appears on the online system.
- c) Any losses or damages causing by Internet failures, including, but not limited to, the failure, malfunction and/or breakdown of the Internet Connectivity Facility for Access to ASB Online Trading Services.
- d) Any misused of client account due to the disclosure of client online trading account password by client himself/herself.
- e) Any errors resulting in the account balances. ASB reserves the right to make necessary changes and/ or adjustments on the account involved.
- f) Any losses or damages caused as a result of any inability to trade or curtailment of any trading opportunity howsoever arising.

13.4 The Client expressly acknowledge and agree that BMDB and/or BMB and/or ASB and/or any other company which provide Internet Trading system to ASB have made no recommendation with respect to the Internet Connectivity Facility for Access to ASB Online Trading Services or any transactions in connection with the Internet Connectivity Facility for Access to ASB Online Trading Services and that BMDB and/or BMB and/or ASB and/or any other company which provide Internet Trading system to ASB and any third party service providers selected by BMDB and/or BMB and/or ASB to provide the Internet Connectivity Facility for Access to ASB Online Trading Services on an "as is" basis at the Client's sole risk.

14. Term and Termination

14.1 Either ASB or the Client shall be entitled to terminate these Terms and Conditions by giving the other notice in writing of seven (7) days to that effect at the address furnished in the Trading Agreement.

14.2 For the avoidance of doubt, termination of these Terms and Conditions shall not affect the rights and liabilities of the parties that have accrued prior to such termination.

15. Indemnity

The Client agree to indemnify and hold ASB harmless from and against all losses, liabilities, obligations, damages, claims, judgments, costs, expenses or disbursements of any kind (including reasonable legal fees and expenses) which may be incurred or suffered by or asserted against ASB resulting from: -

- a) the use by the Client of the Internet Connectivity Facility for Access to ASB Online Trading Services;
- b) any breach by the Client's duties or obligations under the any of the Trading Agreements, including these Terms and Conditions;
- c) failed settlement of transactions through the Internet Connectivity Facility for Access to ASB Online Trading Services as a result of the Client's default, negligence or fraud or that of the Client's clearing broker; or
- d) failure by the Client to pay margin (as defined in the Trading Agreements) as and when required by ASB (if applicable).

For the avoidance of doubt, this is a continuing indemnity and will survive the termination of these Terms and Conditions.

16. Regulatory Supervision

ASB shall have no liability, and shall not be responsible, for any prejudice, loss or inconvenience, which the Client may suffer as a result of any action by any regulatory body in the exercise of its regulatory or supervisory functions over ASB. The Client shall permit ASB and/or any regulatory body to have access to such terminals, computer systems or equipment in respect of the Internet Connectivity Facility for Access to ASB Online Trading Services as ASB and/or the regulatory body may request and the Client shall co-operate in answering any of their queries and render all reasonable assistance to ASB and/or any regulatory body in relation to any aspect of the Internet Connectivity Facility for Access to ASB Online Trading Services.

17. Fees and Charges

The Client agrees and undertake to: -

- a) pay to ASB such deposit, subscription fees, access fees, usage charges and other costs, charges and expenses as may be imposed by ASB from time to time for the use of the Internet Connectivity Facility for Access to ASB Online Trading Services ;
- b) pay such taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid and to promptly reimburse ASB for any such payment made by ASB on behalf of the Client; and
- c) maintain a minimum credit balance in the Client's account as may be imposed by ASB from time to time for the use of the Internet Connectivity Facility for Access to ASB Online Trading Services ; and
- d) permit ASB to debit the Client's account for all the aforesaid charges.

18. General

18.1 The Client confirms that the Client shall not assign any rights, titles or interests under these Terms and Conditions to any party without prior written consent from ASB.

18.2 These Terms and Conditions supplement and/or amend and are to be read together with the Trading Agreements. In the event of any inconsistency between these Terms and Conditions and the Trading Agreements, these Terms and Conditions shall prevail.

18.3 The Client agree and acknowledge that these Terms and Conditions shall be for the benefit of ASB and each and every member of ASB and can be enforced against the Client by each of the members of ASB as if they were a party to these Terms and Conditions.

18.4 These Terms and Conditions and the relationship between the Client and ASB shall be governed by, and construed in accordance with, the laws of Malaysia. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

19. Amendment

ASB shall be entitled to amend, add to, delete or otherwise vary these Terms and Conditions as its absolute discretion and the Client shall be bound by such variation. ASB may vary the functionality and trading rules of the Internet Connectivity Facility for Access to ASB Online Trading Services without notice.

20. Personal Data Handling

The Client hereby consents to the processing of all the particulars/personal data given herein by ASB and when necessary, ASB may disclose the particulars/personal data if the disclosure is for the purpose of processing the online trading application, including any subsequent transactions that are related to it, or for a purpose directly related to the purpose aforesaid, to a third party whom ASB contracts with to enable ASB to provide such services related to the same purpose. The Client shall be given access to his/her particulars/personal data held by ASB and to be able to correct those particulars if those particulars are found to be inaccurate, incomplete, misleading or not up-to-date.

I/ we hereby agrees to the Risk and System Disclosure Statement and Terms and Conditions set out herein.

Name: _____

Trading Account No.: _____

NRIC/Passport No.: _____

Email: _____

Signature of Client

Date

(To affix Company's Rubber Stamp or
Common Seal, whichever is applicable for
Corporate Client)

**Derivatives' Online Trading Agreement
(Terms and Conditions of Services)**

For Office Use Only

Name of Client: _____

Trading Account No.: _____

To Be Completed By RR/FBR

I, the undersigned RR/FBR, hereby agree to allow the abovementioned Client to use the Internet Connectivity Facility for Access to Apex Securities Berhad ("ASB") Online Trading Services. I confirm that the Client has the knowledge of the process of entering orders through the Internet Connectivity Facility for Access to ASB Online Trading Services, the Laws and Rules in relation to trading on the market.

I confirm that the signature is that of the Client and I am aware that the Client is required to comply with all the Terms and Conditions of Trading, which ASB may vary from time to time at its absolute discretion.

I undertake to indemnify ASB against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered or which ASB may incur or suffer in relation to ASB granting the Internet Connectivity Facility for Access to ASB Online Trading Services to the Client.

(Signature of RR/FBR)
Name of RR/FBR:
Date:

To Be Approved By Head Of Dealing (Derivatives) / Head Of Operations

Approved By _____ Date _____

To Be Completed By Derivatives' Credit Management Personnel [For Existing Client Only]

Amount of Initial Margin Deposited: _____ RM _____

CTOS Check (Y/N): Defaulter Check (Y/N):

CTOS with remark (Y/N): If yes, please indicate:

Remarks: _____

| | | |
|--------------------------|-----------|------|
| CTOS access performed by | Signature | Date |
|--------------------------|-----------|------|

Position Limit:
Maximum contracts permitted per each key in Open position allowed at any one time (B+S)

| | | |
|-----------------------|-----------|------|
| Position Limit set by | Signature | Date |
|-----------------------|-----------|------|

| | | |
|----------------------------|-----------|------|
| Position Limit verified by | Signature | Date |
|----------------------------|-----------|------|

To Be Completed By Retail Settlement & CDS Department (Derivatives Operations)

TT / TC Plus full name _____ TT / TC Plus User ID _____

Trader Group/Type _____ Commence Date _____

Keyed In By _____ Date _____

Verified By _____ Date _____

To Be Completed By Compliance Department

Checked by _____ Date _____

Remarks: _____