



**MIDF AMANAH INVESTMENT BANK BERHAD**

**CLIENT ACCOUNT**

**COMMON TERMS AND CONDITIONS FOR  
ISLAMIC STOCKBROKING**

**("TERMS")**

## CLIENT ACCOUNT COMMON TERMS AND CONDITIONS FOR ISLAMIC STOCKBROKING (“TERMS”)

### 1. GENERAL

- 1.1 The Form and Terms shall form an integral part of the contractual relationship between the Client and MIDF Investment. MIDF Investment’s provision of Transactional Services to the Client shall be subject to the Terms, the contents in the Form and the Website Terms as well as any additional Terms introduced by MIDF Investment at its own discretion from time to time, including but not limited to Terms as Pledged Securities. The Website Terms posted on MIDF Investment’s website shall be read together with and as part of the Terms and the Form.
- 1.2 The Client shall be deemed to have agreed to the Terms herein set out and the Terms shall be applicable and effective as soon as the Client utilises any of the Transactional Services provided by MIDF Investment.
- 1.3 The Form and its Terms supersedes any other agreement, letters, correspondence (whether oral or written, expressed or implied) entered into prior to the Form in respect of the matters dealt with in the Form.
- 1.4 Where the context requires, and the Law permits, “MIDF Investment” shall include subsidiaries or related companies of MIDF Amanah Investment Bank Berhad (as defined under the Companies Act, 2016).
- 1.5 The Client agrees to do all such acts and things and sign all such further documents in such Form and upon such Terms as may be required by MIDF Investment and are acceptable to MIDF Investment in connection with the Account(s) in order to perfect or give effect to the Terms herein.

### 2. DEFINITIONS

In these Terms, each of the following expressions have, except where the context otherwise requires, the meaning respectively assigned to them:

Account(s)	means collectively the CDS Account, the Islamic Trading Account, the Trust Account and any other accounts which the Client may have with MIDF Investment or any of its Affiliates;
ADA	means Authorised Depository Agent;
Affiliates	includes related corporation (as defined in the Companies Act 2016) of MIDF Investment or a corporation that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, MIDF Investment;
Agent Bank	means any licensed financial institution used by MIDF Investment to facilitate the provision of Transactional Services;
BNM	means Bank Negara Malaysia, the central bank of Malaysia;
Bursa Depository	means Bursa Malaysia Depository Sdn. Bhd. and includes its successors in title;
Bursa Securities	means Bursa Malaysia Securities Berhad and includes its successors in title;
CDS Account	means a Central Depository System’s Securities account established by Bursa Depository for a depositor pursuant to the Securities Industry (Central Depositories) Act 1991 and in accordance with the Rules of the Bursa Depository;
Client	means the Person(s) named in the Individual Islamic Trading Account Application Form or the Corporation named in the Corporate Islamic Trading Account Application Form in view of opening an Account with MIDF Investment and includes its heirs, estate, personal representatives, successors and permitted assigns (and where the context so admits, includes any one of those persons);
Client’s Third Party Bank Account	means a bank account/Islamic bank account approved by MIDF Investment for payment remittance to the Client, details of which have been provided by the Client to MIDF Investment;
Collateral	means any and all of the following: (a) deposit of cash, monies and/or all other property of the Client held by MIDF Investment or its Affiliates or in the custody or control of MIDF Investment or its Affiliates from time to time; (b) Shariah-Compliant Securities listed on the Exchange; and (c) such other Securities or instruments or asset, in whatever form, as MIDF Investment may

from time to time prescribe, together with all attendant rights and interests under any contract (where applicable) for the sale, purchase, custody or management of such assets and to the income, dividends, profit thereon, whether now or hereafter held by MIDF Investment or in transit to MIDF Investment or to MIDF Investment's nominee;

- Dealer's Representative A holder of a Capital Markets Services Representative's Licence for Dealing in Securities;
- Electronic Communication means any electronic or interactive platform, which allows the Client to communicate with MIDF Investment. Such electronic services include but are not limited to services which allow electronic data communications to be transmitted between parties through the use of personal, home or business computers and the like, connected by a modem or other device to the internet or a telecommunications network;
- Event of Default means the events as set out in Clause 24 herein;
- Exchange means, in the case of Malaysian Securities, any Securities exchange owned, operated and/or maintained by Bursa Securities, and in the case of Shariah-Compliant Foreign Securities, the relevant Securities exchange on which the Transaction is effected;
- Foreign Agent means a corresponding stockbroker that is licensed to operate by a Recognised Exchange or other agent or custodian of MIDF Investment's choice for trades on Shariah-Compliant Foreign Securities;
- Form means collectively the Individual Islamic Trading Account Application Form or the Corporate Islamic Trading Account Application Form and the Client Account Common Terms and Conditions for Islamic Stockbroking, all appendices, schedules, sections and forms thereto and as may be varied or supplemented from time to time;
- Indebtedness means any losses, charges, fees, commissions, brokerage charges, margin call amount, trading/Islamic trading losses, fines, debts, Late Payment Charges (at such rate as may be determined by MIDF Investment from time to time before and after judgment), damages, expenses and costs (including solicitors' fees on a full indemnity basis) of whatever nature (whether actual or contingent) which MIDF Investment may at any time or from time to time sustain, incur or suffer by reason of or as a consequence of or arising in any way out of or in connection with or incidental to:
- (a) the opening and operation of all or any of the Account(s);
  - (b) the provision of any Transactional Services hereunder; and/or
  - (c) any default by the Client in the due and punctual payment of any sum of any kind or nature whatsoever owing or payable pursuant to any of the accounts payable to any of the Account(s) and/or any matters whatsoever arising from the Terms herein;
- Islamic Trading Account means the Islamic trading account of the Client opened and maintained and/or to be opened and maintained with MIDF Investment;
- Late Payment Charges comprises of *Ta'widh* (compensation) and *Gharamah* (penalty) at such rate as provided below.

COMPOSITION OF LATE PAYMENT CHARGES	RATE CHARGED PER ANNUM
<p><b>TA'WIDH (Compensation)</b>  <i>Ta'widh</i> is the compensation payable to MIDF Investment for any actual loss incurred by MIDF Investment due to the Client's delay or default in paying any scheduled payment when it becomes due or any other amount payable by the Client to MIDF Investment under these Terms.</p>	<p>The <i>Ta'widh</i> rate shall be based on the Islamic Interbank Money Market (IIMM) rate or such other prescribed rates as approved by the Shariah Advisory Council of SC or the Shariah Adviser.</p>
<p><b>GHARAMAH (Penalty)</b>  <i>Gharamah</i> refers to the penalty charged on the defaulters over and above the <i>Ta'widh</i>, which shall be channelled to charitable organisations approved by the Shariah Adviser.</p>	<p>The <i>Gharamah</i> rate shall be based on the prescribed rates as approved by the Shariah Adviser.</p>
<b>TOTAL LATE PAYMENT CHARGES</b>	<b>[<i>Ta'widh</i> rate + <i>Gharamah</i> rate]%</b>

Laws	means all relevant laws including but not limited to the Capital Markets and Services Act 2007, Securities Commission Act 1993, Securities Industry (Central Depositories) Act 1991 and any decree, judgement, legislation, order, ordinance, rule, statute, treaty or other legislative measure in any jurisdiction and any amendments, modifications, re-enactments or consolidations as may be made thereto from time to time;
Links	means any and all means by which one web page may permit its users/visitors to connect to or view another web page including by creating hypertext, logo or other graphical links or by framing the content of the web page within the window or frame of a browser or other application;
Market Day	means a day on which MIDF Investment is open for business or a day on which the relevant Exchange on which the Transactions are carried out is open for Islamic trading;
MIDF	means Malaysian Industrial Development Finance Berhad (Company No. 3755-M) having its registered address at Level 21, Menara MIDF, 82 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia and includes persons deriving title thereof and its successors in title and assigns;
MIDF Investment	means MIDF Amanah Investment Bank Berhad (Company No. 23878-X) having its registered address at Level 21, Menara MIDF, 82 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia and includes its successors in title and assigns;
Person(s)	means individual and/or corporate Client(s);
Pledged Securities	means all the Shariah-Compliant Securities held on the Client's behalf under the collateralised Islamic trading account, whether purchased before or after the trading limit is granted;
Recognised Exchange	means a person or body that operates a Securities market outside of Malaysia and is recognised as a recognised stock exchange in the Rules of Bursa Securities;
Rules	means all relevant rules, regulations, directives, guidelines, circulars and policies issued by any governmental or regulatory authorities in any jurisdiction including but not limited to the Rules of Bursa Securities, rules of Bursa Depository, the rules of Bursa Malaysia Securities Clearing Sdn. Bhd. and the rules of Recognised Exchanges' where the Client trades in Securities, whether having the force of law or not, and any amendments, modifications, re-enactments or consolidations as may be made thereto from time to time;
Rules of Bursa Securities	means the Rules of Bursa Malaysia Securities Berhad;
Securities	means all debentures, bonds, sukuks, shares and stocks deposited or credited with MIDF Investment and/or which may be from time to time deposited or credited and all other debentures, shares and stocks, securities, options, interests, rights, benefits which may at any time be derived from, accrued on or offered in respect of these Securities as well as all dividends or other moneys received under the Securities and where the context so permits and requires, shall include any part(s) thereof and where applicable shall include Foreign Securities and Bursa Multi-Currency Securities;
SC	means Securities Commission Malaysia, the statutory body established under the Securities Commission Act, 1993;
Settlement Due Date	means the relevant settlement date for the settlement of the outstanding purchase contracts and the delivery of Securities for outstanding sales contracts depending on the rules of the applicable Exchange or Foreign Exchange;
Shariah	means Islamic laws which includes the rulings of the Shariah Adviser, Shariah Advisory Council on Shariah matters relating to Islamic banking and finance in any particular jurisdiction;
Shariah Adviser	means the external Shariah Adviser or MIDF Shariah Committee which are appointed by MIDF Investment to advise and supervise its Islamic stockbroking;
Shariah Advisory Council	means the Shariah Advisory Council of SC or BNM, where applicable;
Shariah-Compliant Foreign Securities	means Shariah-Compliant Securities endorsed by the Shariah Adviser traded or quoted on any Recognised Exchange;

Shariah-Compliant Securities	refers to Securities approved by the Shariah Advisory Council of SC as Shariah-Compliant and/or Shariah-Compliant Foreign Securities traded on any of the Recognised Exchanges that are endorsed to be Shariah-Compliant Securities by the Recognised Exchange and by the Shariah Adviser, either in Malaysia or elsewhere from time to time;
Terms	means this Client Account Common Terms And Conditions for Islamic Stockbroking and includes any annexures, addendums, schedules and/or any agreements attached hereto or as may be entered into from time to time in connection herewith and as may be varied or supplemented by MIDF Investment from time to time;
Third Party Content	means any information or content provided by any party other than MIDF Investment on any electronic trading facility, Links or Transactional Services provided by MIDF Investment;
Trading Clerk	means an assistant to the Dealer's Representative as prescribed under Rule 5.14 of the Rules of Bursa Securities;
Transactional Services	means any services provided to the Client by MIDF Investment under the Terms herein (and/or such other Terms as MIDF Investment may from time to time prescribe);
Transactions	means the Client's transaction of Securities;
Trust Account	means a trust account referred to in Section 111 and Section 122 of the Capital Markets and Services Act 2007 and in the case of Islamic Trust Accounts, the trust account that is to be maintained under a Shariah-compliant bank account opened with a Shariah-compliant Agent Bank;
Website Terms	means the Terms posted at any of MIDF Investment's internet websites and as may be updated by MIDF Investment from time to time.

### **3. COMPLIANCE WITH LAWS, GUIDELINES, POLICIES AND PROCEDURES**

- 3.1 The Client shall abide by all Laws and Rules in any jurisdiction relating to:
- the operation of the Account(s) and to the Client's trading activities;
  - the provision of Transactional Services by MIDF Investment; and
  - to all matters related to the Transactions contemplated herein.
- 3.2 The Client agrees to comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued, given, made and/or established by MIDF Investment.
- 3.3 The Client shall at all times adhere to and comply with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFA") with respect to all Transactions or matters whatsoever and howsoever arising whether directly or indirectly with MIDF Investment and in particular:-
- shall disclose to MIDF Investment the particulars of the ultimate beneficial owner of the Account(s) in the event the Client is not the ultimate owner of the Account(s); and
  - shall provide MIDF Investment with all relevant information and documents, as and when requested, for purposes of identification of the Client and verification of the source of funds under the "Know Your Client" principles.
- 3.4 Further, MIDF Investment shall when requested by Bursa Securities, SC and/or other relevant authorities, require the Client to disclose and the Client shall be bound to disclose information and documents in relation to any dealing in Securities in respect of the Client's Account(s) including but not limited to information on whether or not any dealing in the above Account is carried out on another person's behalf and in such instance, the name of, and particulars sufficient to identify the person from whom, through whom and on whose behalf the Shariah-Compliant Securities are dealt with by the Client. If that person is not the beneficial owner(s) of the Shariah-Compliant Securities, the Client shall also be required to procure the particulars of the beneficial owner(s) of the Shariah-Compliant Securities.
- 3.5 In compliance with the applicable relevant requirements in force, MIDF Investment may at its absolute discretion:
- refrain from acting until such information as required by it is furnished by the Client to it; and/or
  - verify such information received from the Client to MIDF Investment's satisfaction; and/or
  - refrain from doing anything as a result of such information, which would or might, in MIDF Investment's opinion, be contrary to any relevant requirements and/or may do anything which is in its opinion necessary to ensure that compliance with such relevant requirements. MIDF Investment shall not be liable for any loss or consequence of whatever nature arising from or due to events described in this clause.

- 3.6 The Client may not be allowed to trade if the Account(s) has any restrictions imposed by MIDF Investment or by any relevant authority including a cash up-front restriction. MIDF Investment may at its absolute discretion require the Client to provide cash or equity or both as a deposit before executing any Transaction. The Client authorises MIDF Investment to distribute and/or apportion its trading limit for trading Transaction(s) in local Shariah-Compliant Securities and Shariah-Compliant Foreign Securities at the absolute discretion of MIDF Investment.
- 3.7 MIDF Investment shall be entitled to act upon and the Client shall be bound by any notice or other communication received by MIDF Investment and believed by MIDF Investment to have been given or made by a person(s) authorised by the Client to MIDF Investment in writing ("the Client's authorised personnel") and the transaction(s) executed pursuant to such instruction(s) shall accordingly be binding on the Client. Where any instruction is ambiguous or inconsistent with any other instruction, MIDF Investment shall be entitled either to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of MIDF Investment believes in good faith to be the correct interpretation. The Client shall not hold MIDF Investment liable in any way for acting on inconsistent, ambiguous or incomplete instruction(s).
- 3.8 MIDF Investment shall not be liable to the Client for acting upon any instructions communicated or purportedly communicated by the Client to MIDF Investment over the telephone or in writing and signed or purportedly signed by the Client or the Client's authorised personnel or given transmitted or purportedly given or purportedly transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by the Client or the Client's authorised personnel. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely the risk of the Client's for which MIDF Investment shall not be liable.
- 3.9 The trading (and continued trading) of Shariah-Compliant Securities under the Account(s) is at the discretion of MIDF Investment and subject to the Client's compliance of the Terms herein set out. MIDF Investment shall not be obliged to give any notice to the Client or provide any reasons for the variation of any trading limit, or the suspension or termination of the Account(s). The Client further agrees that MIDF Investment shall have the right at any time to refuse to act on the Client's behalf, refrain from executing the Client's orders or limit the purchases or sales ordered by the Client without having to disclose any reason whatsoever for MIDF Investment's refusal to act.
- 3.10 The Client agrees that the Client is subject to and governed by the requirements of the United States of America legislation known as the Foreign Account Tax Compliance Act 2010 ("FATCA") and authorizes MIDF Investment to disclose Client's Account(s) as well as transactional information for and in relation to FATCA to any party(ies) required under FATCA or to comply with FATCA and any arrangements thereto.
- 3.11 The Client further acknowledges and agrees that any reportable Client's Account(s) as well as any transactional information of the Client's Account(s) may be provided to the tax authorities of the country/jurisdiction in which such Client's Account(s) is/are maintained and, exchanged with/provided to, the tax authorities of another country/jurisdiction in which the Client may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.

#### **4. ACCOUNT OPENING AND INSTRUCTIONS**

- 4.1 The Client hereby requests and authorises MIDF Investment to open an Islamic Trading Account for the trading in Shariah-Compliant Securities listed on any Exchange approved by MIDF Investment whether in Malaysia or in other countries (the "Recognised Exchange(s)") including, if necessary a CDS Account(s) with the Bursa Depository or any centralized depository or clearing agency. All dealings in Shariah-Compliant Securities carried out on the Client's behalf shall be executed through MIDF Investment or through a Foreign Agent. For the purpose thereof, MIDF Investment shall be irrevocably authorised to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by the Client or by the Foreign Agent to utilise the Islamic Trading Account for the purpose of settlement of all dealings in Shariah-Compliant Securities (including payment of all charges, profits and Late Payment Charges imposed by MIDF Investment in connection therewith) carried out by the Client or on the Client's behalf under the Islamic Trading Account.
- 4.2 The Client agrees and undertakes to open and maintain a CDS Account with Bursa Depository through MIDF Investment as Authorised Depository Agent ("ADA") and to pay all relevant fees and charges in respect of such Account and all Transactions made thereunder.
- 4.3 The Client agrees and acknowledges that the Islamic Trading Account opened shall only be used for Shariah-Compliant Securities approved by the Shariah Advisory Council and/or the Shariah Adviser and/or Shariah-Compliant Foreign Securities approved by the Shariah Adviser from time to time.
- 4.4 MIDF Investment shall be entitled to buy and sell Shariah-Compliant Securities for or deal with monies in the Account(s) or perform any other transaction or order relating to the Account(s) upon the verbal or written instructions

(including via e-mail) or such other mode acceptable to MIDF Investment, of the Client or any Authorised Person, but MIDF Investment shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving a reason for such refusal. In the case where MIDF Investment does so give effect to any instruction or order, MIDF Investment reserves the right to thereafter unilaterally withdraw instruction or order prior to it being executed without providing or assigning any reason therefor.

- 4.5 Unless the Client specifically requests and such requests is accepted by MIDF Investment, any orders relating to Shariah-Compliant Securities given by the Client are good only for the Market Day of the Exchange in which such order is given and shall thereafter lapse at the end of such Market Day.
- 4.6 All order(s) shall be deemed to be made at the time received by MIDF Investment and in the format received. The Client acknowledges and accepts, without limitation or liability to MIDF Investment, that when placing orders for Shariah-Compliant Securities, there will be times when a quoted price will change prior to the execution of the order(s) due to market circumstances and that not all order(s) will be executed in chronological sequence with the order(s) being placed.
- 4.7 MIDF Investment shall accept no responsibility for the decision of the Client to issue any instructions to MIDF Investment to purchase or sell Shariah-Compliant Securities. All instructions from the Client are accepted by MIDF Investment on the basis that they constitute the Client's own judgment arrived at independently. The Client shall also be fully responsible and accountable to ensure that all orders and instructions communicated are accurate, correct and clearly transmitted.
- 4.8 For corporate clients, the Clients shall be solely responsible and liable for the actions or instructions of any Authorised Person(s). MIDF Investment shall not be concerned as to whether an Authorised Person has been given the proper authority by the Client to act on its behalf. For the avoidance of doubt, MIDF Investment shall not be obliged to verify with the Client or any other person the instructions given by the Authorised Person(s) purportedly on behalf of the Client.
- 4.9 For corporate clients, unless specifically instructed otherwise, where telephone or electronic mail instructions are involved, MIDF Investment may (but shall not be obliged to) rely on instructions purportedly given by only one authorised signatory notwithstanding MIDF Investment's mandate or other authority may have provided that MIDF Investment should act on the authority of any two or more of the Client's signatories.
- 4.10 The Client agrees that all orders made through the telephone shall be deemed to be confirmed without any requirement on MIDF Investment's part to conduct any verification and/or furnish any proof of such verification and/or such order and any transactions if executed are at the Client's own risk.
- 4.11 The Client agrees to telephone conversations being recorded (with or without use of an automatic tone-warning device) at the absolute discretion of MIDF Investment and that such recordings and transcripts shall be accepted as final and conclusive evidence of such recordings and transcripts from the Client and may be used as evidence in any dispute. The Client acknowledges and agrees that MIDF Investment is not required to maintain copies of such recordings or transcripts.
- 4.12 The Client agrees that all orders and instructions made via facsimile or electronic mail shall be deemed to be confirmed without any requirement on MIDF Investment's part to conduct any verification and/or furnish any proof of such verification and that any Transactions if executed are at the Client's own risk. Further the Client acknowledges and confirms the Client is aware that signatures (where applicable) on facsimile or electronic mail instruction(s) may be superimposed fraudulently or without proper authority when transmitted to MIDF Investment and the Client shall only give MIDF Investment instructions via these modes only if the Client agree to assume such risks. MIDF Investment shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by the Client as a result of MIDF Investment acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instructions appear on verification to be or purported to be in accordance with the Client's specimen signature(s). Further, the Client acknowledges that not all electronic mail(s) have a signature and MIDF Investment is authorised to act in accordance with such instructions whether or not there is a signature(s).
- 4.13 MIDF Investment shall not be liable to the Client for any losses or damages (whether direct or indirect) arising from any failure to receive or delay in receiving any order, instruction or communication issued by, for or on behalf of the Client nor for any delay, omission, interruption in transmission or wrongful interception of any order or instruction through any equipment or system.
- 4.14 The Client agrees that the Client must disclose the availability of Shariah-Compliant Securities as tradeable balance for delivery purposes when instructing MIDF Investment to execute a sell order and to deliver to MIDF Investment promptly, any certificates, related valid transfer deeds and documents of title of Shariah-Compliant Securities, where applicable, which MIDF Investment has sold on the Client's behalf or ensure that the Client has 'free Securities' in the Clients CDS Account on the Settlement Due Date or accept that MIDF Investment may effect a 'buy-in'.

- 4.15 In accordance with the Fixed Delivery and Settlement System established under Bursa rules and/or in compliance with any other Exchanges' Rules and guidelines, if the Client fails to make payment for any Shariah-Compliant Securities purchased by MIDF Investment on the Client's behalf or fails to deliver any Shariah-Compliant Securities for which the Client is liable to deliver to MIDF Investment on the Settlement Due Date, MIDF Investment shall be entitled, at any time after such Settlement Due Date and at such time as it may in its absolute discretion decide, to sell-out or buy-in such Shariah-Compliant Securities as may be required to clear the Client's position with MIDF Investment, without notice to the Client. Any selling-out or buying-in, as the case may be, shall be effected in accordance with Bursa Securities and/or any other Exchanges' Rules. MIDF Investment may (without prejudice to its rights under these Terms) but need not exercise this right on any day after the day on which the right to sell-out first arose.
- 4.16 MIDF Investment shall not be liable to the Client for any loss or damage suffered by the Client as a result of any fall or rise in the market price of the Shariah-Compliant Securities between the first day the right to sell-out or buy-in, as the case may be, arose and the day MIDF Investment actually sells or purchases the relevant Shariah-Compliant Securities. The Client acknowledges that a prior demand or call shall not be considered a waiver of MIDF Investment's rights under this clause. The Client shall indemnify MIDF Investment for all losses incurred in respect of or arising from any liquidation or purchase of Shariah-Compliant Securities as aforesaid.
- 4.17 Any waiver or delay in exercising the right to sell-out any Shariah-Compliant Securities by MIDF Investment shall not be regarded by the Client as an entitlement or right of the Client to the same at any time and shall be without prejudice to all other rights, powers and remedies available to MIDF Investment.
- 4.18 All instructions received by MIDF Investment which MIDF Investment in good faith believes to have been made by the Client shall remain effective for the protection of MIDF Investment in respect of payments made/instructions implemented in good faith notwithstanding the death, bankruptcy, winding-up order / the revocation of any instructions by any means, until written notice with documents evidencing the death, bankruptcy, winding-up order / such revocation is received by MIDF Investment.

## **5. OPERATION OF ACCOUNT(S)**

- 5.1 The Client hereby irrevocably and unconditionally authorises MIDF Investment at its sole and absolute discretion, to the extent permitted by law, to carry out any of the following without notice or reference to the Client:
- (a) debit any of the Client's Account(s) in respect of any Indebtedness;
  - (b) suspend, freeze or close any of the Client's Account(s) without giving any reasons whatsoever (including but not limited to if MIDF Investment believes the Client and/or the Account(s) are involved in suspicious activities and/or unlawful activities);
  - (c) off-set, assign, hypothecate or otherwise deal with any Securities, or any Client's Account(s) with a credit balance, including cash or Securities as well as any monies receivable arising from dividend payment or corporate action, held on margin accounts or such Securities pledged/charged (whether legally or equitably) as Collateral toward settlement of the Indebtedness or any part thereof. The Client hereby further authorizes MIDF Investment to utilise part or all of any monies as may be held by MIDF Investment under any trust relating to Client's monies (including monies paid into the Trust Account pursuant to Section 111 and Section 122 of the CMSA) to set-off the debit balance in any of the Client's Account(s);
  - (d) set-off or utilise part or all of any monies as may be held by MIDF Investment in the Client's Account(s) towards settlement of the Indebtedness or any part thereof;
  - (e) withhold or reject the transfer of the Securities for or under any of the relevant Account(s) for which the Client have remitted payment until cleared funds have been received by MIDF Investment; and
  - (f) place the Client's name on a defaulter's list with any of the authorities pursuant to any of the Rules of the Exchange.
- 5.2 MIDF Investment reserves the right to appoint a Dealer's Representative or replace any Dealer's Representative that has been earlier assigned to the Client. The Client authorizes and empowers the Dealer's Representative assigned or the Dealer's Representative's authorized agents to handle any of the Client's Accounts (including the Client's Trust Account) to carry out the following functions in the name of the Client and/or on behalf of the Client or otherwise in the name of the Dealer's Representative or the Dealer's Representative's authorized agents to do and/or execute either jointly or severally as and when they shall deem fit, any of the following:
- (a) collect from MIDF Investment any cheques, monies and/or any other form of payment in respect of monies payable by MIDF Investment to the Client; and/or
  - (b) issue instructions for the withdrawal of funds from the Client's Trust Account for payment to the Client only; and/or
  - (c) effect and/or make payment to MIDF Investment or in the absence of specific instructions from the Clients, issue instructions for the deposit of any payment (whether by cheque, cash or desk top or online banking) for transactions carried out by the Client with MIDF Investment including but not limited to Shariah-Compliant Securities purchased or monies deposited with MIDF Investment; and/or



- (d) carry out all and any other matters (administrative or otherwise including enquiries on balance of CDS shares) relating to the Client's Account(s).

5.3 The Client agrees that all the Account(s) and/or the Shariah-Compliant Securities therein or any part thereof shall be subject to conditions imposed or to be imposed by MIDF Investment including without limitation, credit limits, position limits, price limits and/or order limits imposed on the trading activities of the Client and/or Ringgit Malaysia ("RM") conversion limits for settlement or payment purposes.

In the event that the outstanding position or sums owed by the Client to MIDF Investment exceeds / breaches the conditions and/or exceeds the limits imposed, the Client will not dispute it and accepts the indulgence granted to the Client. In the event the 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 that the Client fails to do so, MIDF Investment shall, and is hereby authorised to take such steps as is necessary to ensure that the Client remains within the permitted limits, without liability to the Client in respect of any losses thereby sustained.

## 6. GENERAL WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

6.1 In addition to such other warranties, representations and undertakings which the Client has made in the Terms herein, the Client warrants, represents and undertakes to MIDF Investment (on a continuing basis and which representations and warranties are deemed to be repeated each time an instruction is issued by the Client or and such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein and/or the termination of the Account(s)) that:

- (a) the Client has the power and the capacity to enter into, execute, deliver and perform the Client's obligations under the Terms herein or a Transaction and such obligations are valid and binding on the Client and are enforceable in accordance with their respective Terms;
- (b) no bankruptcy or no winding-up proceedings have commenced against the Client;
- (c) the Client is not listed as defaulter by Bursa Securities or any of the other relevant authorities or any credit agency(ies);
- (d) all particulars and information given to MIDF Investment are accurate, true, correct and complete and shall remain accurate, true, correct and complete;
- (e) the Client has not withheld and will not withhold any material fact or information from MIDF Investment and shall furnish MIDF Investment with such further additional and/or material change of information as MIDF Investment may require at any time or from time to time;
- (f) no Event of Default has occurred or which with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Client entering into the Terms herein or a Transaction;
- (g) the Client is the beneficial owner of the Shariah-Compliant Securities placed or to be placed with MIDF Investment, its agents or nominees or has authority from the true owner to deal with such Shariah-Compliant Securities and that such Shariah-Compliant Securities are fully paid for;
- (h) the Client has good title to the Shariah-Compliant Securities and can sell through MIDF Investment and undertake to promptly deliver to MIDF Investment the documents of title in respect of Shariah-Compliant Securities sold by the Client or on the Client's behalf;
- (i) the use of the monies paid to MIDF Investment or used in the purchase of the Shariah-Compliant Securities by the Client does not contravene any Laws and Rules;
- (j) the Client undertakes to settle immediately all sums of money due on contra losses or other monies howsoever owing under the Client's Account(s) and/or to MIDF Investment (including but not limited to all brokerages, profit and charges relating to Transactions for the Account(s) and including legal fees (on a solicitor-client basis) and (without prejudice to any other rights and powers of MIDF Investment). The Client authorises MIDF Investment to utilise any contra profit/gain or proceeds from any sales or monies due to the Client to set-off the Client's liabilities to MIDF Investment;
- (k) the Client will notify MIDF Investment in writing immediately should there be any change in the particulars given in connection with the Terms herein and any other agreements entered into between the Client and MIDF Investment, including but not limited to change in address, contact particulars and residency and tax status; and
- (l) the Client is either the underlying principal of the Account(s) and is acting for itself/himself/herself and if so, the Client is the sole beneficiary of all the Transactions and Shariah-Compliant Securities held in the Account(s) or the Client is acting as a nominee, custodian, trustee and/or for and on behalf of any other person that has been declared under the "Form of Disclosure by Client" in the Trading Account Application form and as such, the declared beneficiary(ies) have interest in the Account(s).

6.2 The Client authorises MIDF Investment to verify, in any manner with any third party, the information furnished herein or from time to time as MIDF Investment may deem fit. The Client also authorises MIDF Investment to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as MIDF Investment may deem fit, for any purposes which MIDF Investment may deem fit. Notwithstanding this clause, the Client's representations,

warranties and undertaking are given irrespective of whether MIDF Investment has carried out the aforesaid verification and/or checking, such verification and/or checking shall not in any way affect the Client's representations, warranties and undertaking or prejudice any claim by MIDF Investment under the Client's representations, warranties and undertaking.

## **7. DEALING IN FOREIGN JURISDICTION - RELATIONSHIP OF MIDF INVESTMENT WITH THE CLIENT**

- 7.1 The Client acknowledges, accepts, consents to and hereby assumes all inherent risk relating to the Client's trading activities and liabilities associated as necessary risks in trading in the relevant foreign jurisdiction. This includes the credit risk of any third party appointed by MIDF Investment for the provision of services contemplated herein for and on behalf of the Client.
- 7.2 Notwithstanding that MIDF Investment may as between itself and a third party be effecting Transactions for and on behalf of the Client, as between MIDF Investment and the Client, the Client shall be deemed to be and is transacting as sole principal. The Client acknowledges, undertakes and agrees to be always primarily liable for such Transactions.
- 7.3 Unless the Client has a specific agreement with MIDF Investment for the provision of advisory services, MIDF Investment shall not provide any advisory services for Shariah-Compliant Foreign Securities. In either case, while the Client is entitled to expect MIDF Investment or its employees or representatives to answer the Client's queries, the obligation in so answering is only to be honest. Such answers should not be assumed to be backed by any prior reasonable due diligence or research or specifically suitable for reliance by the Client without the Client first independently confirming that the answer is suitable for or to the Client's specific financial needs and objectives and the Client verifying the same with the Client's independent advisers on its specific suitability for the Client's specific financial needs and objectives.
- 7.4 The Client acknowledges and agrees that it is a material part of the Client being allowed to open and maintain an Account with MIDF Investment that the Client agrees that while the Client has the option to decide whether the Client wishes to provide MIDF Investment with the information and answers, as MIDF Investment requests of the Client in the Client investment profile and/or such as MIDF Investment may ask the Client from time to time as are reasonably relevant in the circumstances, the Client has the obligation if the Client chooses to do so to provide MIDF Investment answers in full and not in part. The Client therefore agrees that the partial or incomplete provision of information and the answers may be disregarded by MIDF Investment and the Client may be treated as having refused and provided no answers or information. Where the Client has provided MIDF Investment full information and answers, it shall also be the Client's obligation to keep such information current and accurate, failing which MIDF Investment is entitled to assume that the information and answers provided remain complete and accurate.
- 7.5 Where the Client has failed or refused or deemed to have failed or refused to provide MIDF Investment with any information or answers as requested, then the Client will also be taken as having acknowledged (and MIDF Investment will be regarded as materially relying on the Client having acknowledged) that MIDF Investment cannot identify with any certainty the Client's investment objectives, financial circumstances and particular needs and therefore the Client agrees that any advice or recommendation provided in respect to the Client's Account with MIDF Investment by any of MIDF Investment's Dealer's Representatives or officers shall be treated as at best only as general advice or recommendation and it is acknowledged and agreed that such advice does not take into account and may not be suitable for the Client's investment objectives, financial situation and particular needs.
- 7.6 No Dealer's Representative has any authority to give any advice or make any recommendation on MIDF Investment's behalf or on MIDF Investment's account unless specifically authorised to do so by a duly authorised officer of MIDF Investment and notified to the Client. In any other case, if the Dealer's Representative gives any advice or recommendation to the Client, it must be assumed and accepted as having given the same without authority from MIDF Investment in his/her own personal capacity.
- 7.7 No Dealer's Representative may waive or vary any of MIDF Investment's rights under these Terms nor may the Dealer's Representative accept any liability on behalf of MIDF Investment.
- 7.8 The Client acknowledges and agrees that where MIDF Investment uses another Foreign Agent to execute and/or clear the Client's orders, MIDF Investment may have to accept sole and principal responsibility to the Foreign Agent for the executed order (notwithstanding that as between the Client and MIDF Investment, MIDF Investment is in fact the agent of the Client). Accordingly, the Client shall indemnify MIDF Investment against any and all actions which MIDF Investment deems in good faith necessary to ensure that MIDF Investment will not be in default of its said principal obligation or responsibility. The foregoing right of MIDF Investment will apply even though as between MIDF Investment and the Client, the Client may be in actual or anticipatory default. The foregoing indemnity in favour of MIDF Investment is in addition to any other right that MIDF Investment may have (whether expressly provided as between the parties or implied by law).

- 7.9 In view of the fact that MIDF Investment may have accepted principal responsibility and/or liability to another Foreign Agent, the Client also acknowledges and consent to the fact that any Shariah-Compliant Foreign Securities which (as between MIDF Investment and the Client) are to be regarded as purchased by the Client may or will be regarded by any and/or every Foreign Agent as being the Shariah-Compliant Foreign Securities purchased by MIDF Investment itself. This may in some instances result in prejudice to the Client. For example, in certain circumstances, the Client's Shariah-Compliant Foreign Securities or properties may be used to satisfy obligations of MIDF Investment as principal or other customers of MIDF Investment. The Client accepts that this is necessary risk in dealing through intermediaries in such jurisdictions.
- 7.10 Without prejudice to any other clauses in these Terms, the Client agrees that MIDF Investment may hold Shariah-Compliant Foreign Securities purchased for the Client or may place margin in an omnibus account of MIDF Investment with another Foreign Agent/custodian/nominee/ Exchange/clearing house aggregated with other Shariah-Compliant Foreign Securities purchased by MIDF Investment for, or margin deposited by, other clients of MIDF Investment, and provided that MIDF Investment has selected or engaged such Foreign Agent/custodian/nominee/Exchange/clearing house in good faith, MIDF Investment shall not be liable to the Client for any and all loss suffered or incurred by the Client as a result of any act, omission or insolvency of such Foreign Agent/custodian/nominee/Exchange/clearing house.
- 7.11 The Client hereby acknowledges and understands that for the purpose of trading in Shariah-Compliant Foreign Securities on a Recognised Exchange (including Clients who trade on or through more than one (1) Recognised Exchange), the Client is required to comply and observe strictly (whichever applicable) with all applicable Laws and Rules imposed by BNM including "exchange control notices" as issued from time to time by BNM and any such variations, supplements and/or amendments thereto.
- 7.12 The Client understands that it is the Client's responsibility to submit the Client's details of the Client's foreign investments to BNM as prescribed by BNM's foreign exchange administration rules and the Client duly undertakes to do so, if applicable.
- 7.13 The Client also covenants that the Client shall not exceed the applicable thresholds for foreign investments/remittance as stipulated by BNM or the applicable Laws and Rules.
- 7.14 It is the Client's sole responsibility and obligation to notify MIDF Investment within seven (7) days in writing should the Client be in breach of Clauses 7.10, 7.11 or 7.12 above. The obligation to notify MIDF Investment is immediate where the Client is in breach of the applicable Laws and Rules.
- 7.15 MIDF Investment shall at all times have a general lien over any and all Shariah-Compliant Foreign Securities (regardless whether paid or unpaid Shariah-Compliant Foreign Securities by the Client) deposited, maintained, receivable, held for or on behalf of or subject to the control of MIDF Investment as Collateral for any outstanding obligation due or owing by the Client to MIDF Investment in connection and arising out of the Terms. MIDF Investment may at any time at its sole and absolute discretion without notice to the Client, exercise its lien by effecting a sell out of any or all of such Shariah-Compliant Foreign Securities. The net proceeds shall be applied towards the settlement or discharge of the Client's obligations in connection with and/or arising out of the Terms herein.

## **8. FOREIGN CUSTODIAN SERVICES**

- 8.1 The Client acknowledges that the Client may be required to appoint a sub agent or a custody account held with a custodian outside Malaysia to be appointed by the Client which is licensed, registered or authorized to act as a settlement agent for all of the trades on Shariah-Compliant Foreign Securities and subsequently, a custodian in the country or territory where the Shariah-Compliant Foreign Securities are maintained.
- 8.2 The Client may be required to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians on such terms and conditions as may be imposed by any applicable foreign Laws and Rules, and by such persons, for any of the Shariah-Compliant Securities.

## **9. CURRENCY AND FOREIGN EXCHANGE RISKS**

- 9.1 All Transactions for any Account(s) or any of the Transactional Services or related to or arising out of any of the Transactional Services, including but not limited to any fees, commission brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in Ringgit Malaysia or, if MIDF Investment agrees, in any other currency requested by the Client, but at a rate of exchange determined by MIDF Investment. The Client shall bear all losses, damages, or costs that result from any currency conversion connected with any transaction for the Account(s) or any of the Transactional Services.
- 9.2 The Client further agrees and acknowledges that where the Client directs or instructs MIDF Investment to carry out a contra trade or set-off in relation to any Shariah-Compliant Foreign Securities denominated in a foreign currency (the

"Traded Currency"), MIDF Investment may in its absolute discretion effect such contra trade or set-off in either the Traded Currency or in Ringgit Malaysia and where such contra trade or set-off is effected in the Traded Currency, settle such contra trade or set-off with the Client in Ringgit Malaysia at a rate of exchange determined by MIDF Investment.

- 9.3 The Client agrees that MIDF Investment shall be entitled to convert any amounts in the Client's Account(s) with MIDF Investment or otherwise standing to the Client's credit to any other currency for the purpose carrying out the Client's orders and/or instructions or in the exercise of MIDF Investment's rights and remedies under these Terms. The Client agrees that any exchange rate losses and costs of conversion shall be fully borne by the Client and that any conversion shall be at the rate(s) of exchange as quoted by or decided by MIDF Investment.

## 10. AUTHORISATION TO MIDF INVESTMENT

- 10.1 The Client hereby agrees that:
- (a) MIDF Investment is authorised to disclose to Foreign Agent (if any) information relating to the Client and the Account(s);
  - (b) MIDF Investment shall be entitled to assume that any requests for payment and other monies and/or instructions received by it whether from the Client or the Foreign Agent are genuine and shall be under no duty to make enquiries to ensure that the instructions are in fact genuine or to enquire into the purpose for which any payment requested by the Foreign Agent (if any) is required and MIDF Investment shall not be responsible or liable for any withdrawal/debit or otherwise made by MIDF Investment pursuant to such notices and/or instructions; and
  - (c) MIDF Investment, the Foreign Agent (if any) and their employees and agents do not hold themselves out as investment advisers. All the Client's sale and purchase instructions are the Client's independent decisions. MIDF Investment shall not be liable for any loss arising from the Client's trading activities or from or out of any act or omission of the Foreign Agent, its agents and employees or other persons employed by MIDF Investment or the Foreign Agent in the sale and purchase of the Shariah-Compliant Foreign Securities.
- 10.2 The Client agrees and consents to the disclosure by Bursa Depository to MIDF Investment and to such agents, service providers and sub-contractors of MIDF Investment as informed by MIDF Investment to Bursa Depository, of information or documents relating to the Client's affairs and in particular relating to the Client's Account(s). This consent shall be valid until revoked by the Client and the Client releases Bursa Depository from any loss or liability arising from or in connection with this authorisation.
- 10.3 The Client agrees that MIDF Investment is irrevocably authorised:
- (a) to make enquiries and/or to request and receive ad-hoc statements of account in respect of the Client's CDS Account maintained with MIDF Investment as and when MIDF Investment shall see fit and/or deem necessary in MIDF Investment's absolute discretion; and
  - (b) to disclose to the Client's Dealer's Representative (whether present or in future appointed by the Client), information in relation to the Client's Account(s) and details of Transactions entered into by the Client as well as shareholdings held beneficially or owned by the Client (including but not limited to viewing, making balance enquiries and/or requesting and receiving statements of account).

## 11. NOTICES

- 11.1 The Client agrees to notify MIDF Investment in writing of any change in the Client's address, facsimile number, electronic mail address and mobile phone number.
- 11.2 Anything whatsoever that MIDF Investment sends to the Client may be:
- (a) delivered by hand to the Client's address as stated in the Form or such other address as may be last known to MIDF Investment;
  - (b) sent by pre-paid ordinary post to the Client's address as stated in the Form or to such other address as may be last known to MIDF Investment;
  - (c) sent by facsimile transmission to the Client's facsimile number last known to MIDF Investment;
  - (d) sent by electronic mail to the Client's electronic mail address last known to MIDF Investment;
  - (e) sent by short message system (SMS) to the Client's mobile phone number last known to MIDF Investment;
  - (f) given by posting on MIDF Investment's website; and
  - (g) given by insertion in any statement of account which MIDF Investment may send to the Client.
- 11.3 Anything whatsoever that MIDF Investment sends to the Client including without limitation contract notes/statements, contra statements, statement of accounts and notices will be deemed to have been served upon and/or received by the Client that is regardless of whether the Client have actually received whatever MIDF Investment sends:
- (a) at the time of delivery at the Client's address, if delivered by hand;
  - (b) Forty-eight (48) hours after posting, if sent by pre-paid ordinary post and if it can be shown that whatever MIDF Investment sent was properly posted and correctly addressed to the Client;

- (c) at the time the facsimile transmission is completed;
- (d) at the time the electronic mailing is completed;
- (e) at the time the sending by short message system (SMS) is completed;
- (f) at the time of posting on MIDF Investment's website;
- (g) at the time of transmission if transmitted electronically through the Online Services posted at MIDF Investment's website; and
- (h) at the time the statement of account is deemed to have been received by the Client.

11.4 MIDF Investment's rights under these Terms are not to be effected by any failure on the Client's part to notify MIDF Investment of any change of the Client's address, facsimile number, electronic mail address or mobile phone number.

11.5 The Client agrees that MIDF Investment also has the right to serve on the Client any notice in connection with the Account(s) or the Security by advertisement in any one daily newspaper and such notice will be deemed to have been served on the Client on the day the advertisement appears in the newspaper regardless of whether the Client has actually seen the advertisement.

11.6 Records stored in the transaction log of the computer system of MIDF Investment of any notice or communication sent through Online Services shall be sufficient proof of such notice or communication being sent.

## **12. ELECTRONIC COMMUNICATIONS**

12.1 The Client acknowledges and agrees that the Client accepts full responsibility and authenticity of all communications sent via the Electronic Communications to MIDF Investment or its Affiliates and the Client agrees to be bound by all such communications. MIDF Investment shall be entitled to assume that all instructions or communications received and which bear the Client's user identification is that of the Client's and MIDF Investment shall be under no obligation whatsoever to verify that such instructions or communications is in fact that of the Client's.

12.2 The Client understands and accepts that:

- (a) MIDF Investment is not responsible and held accountable for order-routing and MIDF Investment cannot execute any order that it has not received;
- (b) orders transmitted via the Electronic Communications may not be executed immediately or according to time priority;
- (c) in the case of market orders the Client will receive the price at which the Client's order is executed on the Exchange, which may be substantially different from the price at which the Shariah-Compliant Securities are traded when the Client's order is placed; and
- (d) an order can be cancelled
  - (i) if the Client's request to cancel the order is received before the order is executed, or
  - (ii) at the discretion of MIDF Investment.

12.3 In the event that either party suspects that the other is not receiving the correct communication via the Electronic Communications, that party shall communicate with the other using telephone, facsimile, telegraphic and such other devices as may be necessary.

12.4 The Client confirms that neither MIDF Investment nor its Affiliates make any representations or warranties whatsoever concerning the Electronic Communications and that all Terms, representations, warranties and conditions are hereby excluded to the fullest extent permitted by law. The Client agrees that the Client will use the Electronic Communications at the Client's own risk and will satisfy the Client's self as to whether the Electronic Communications meet the Client's requirements.

12.5 MIDF Investment reserves the right to alter, withdraw or stop accepting the Client's instructions given via the Electronic Communications upon giving seven (7) days' notice of the intention to do so.

## **13. SETTLEMENT / PAYMENTS IN RELATION TO SHARIAH-COMPLIANT SECURITIES**

13.1 The Client shall pay to MIDF Investment, by the relevant and applicable due date, as the case may be, all and losses, charges, fees, Late Payment Charges, commissions, brokerage charges, trading losses, fines, debts, damages, expenses and costs (including solicitors' fees on a full indemnity basis) of whatever nature (whether actual or contingent) which MIDF Investment may at any time or from time to time sustain, incur or suffer by reason of or as a consequence of or arising in any way out of or in connection with or incidental to:-

- (a) the opening and operation of all or any of the Client's Account(s) including but not limited to Islamic trading and settlement of any trades or investments carried out by the Client via the Client's Account(s); and/or
- (b) the provision of any services and/or facilities hereunder; and/or
- (c) any default arising from the Indebtedness of the Client.

13.2 Cheque(s) / banker's draft(s) issued as payment must be made payable to "MIDF Amanah Investment Bank Berhad"

and must be correctly referenced to ensure that MIDF Investment is able to identify the Client's payment and correctly allocate it to the Client's Account(s) for the referenced transaction. MIDF Investment will not be held responsible where the Client issues payment which does not reference or correctly reference the payment or where payments are made payable to a third party's name. In making payments in the form of a cheque or banker's draft, the Client shall state clearly on the reverse side of the cheque / banker's draft the Client's name, Islamic Trading Account number and nature of the payment e.g. contract number, quantity and name of the Shariah-Compliant Securities, contra loss reference and such particulars as may be necessary to allow the identification of the purpose for which the payment is made. MIDF Investment shall not be held liable for any cheque(s) / draft(s) that may be lost, misplaced or misappropriated if:-

- (a) such cheque(s) / draft(s) have been given by the Client to any person other than a duly authorised personnel of MIDF Investment; and
- (b) the Client fails to obtain a receipt issued by MIDF Investment.

13.3 The Client must take reasonable care and precautions to prevent theft and fraudulent alteration of cheques or banker's draft(s) in anyway and must notify MIDF Investment immediately if the Client has not received receipt for the payment within fourteen (14) days of the payment date or if the Client has any cause whatsoever to suspect that the cheque has been misappropriated, tampered, stolen or altered. If there is some irregularity with the cheque or banker's draft(s) or its presentation (for example, the cheque or banker's draft has been materially altered by changing the amount), the cheque or banker's draft may be dishonoured and the Client may incur a dishonour fee. The Client indemnifies MIDF Investment for loss of any kind arising in connection with:-

- (a) any theft or fraudulent alteration of the cheque; and
- (b) any dishonour of the cheque for any reason.

13.4 MIDF Investment's statement to the Client as to the amount due and payable to MIDF Investment shall, save for manifest error, be conclusive evidence that such amount is in fact due and payable and binding on the parties hereto for all purposes, including legal proceedings. The Client is also advised to check the statement to ensure all payments made by the Client have been received by MIDF Investment and provided for in the statement. The Client should notify MIDF Investment no later than seven (7) days after receipt of the statement in the event of any discrepancies failing which the contents of the statement shall be deemed as correct and accurate.

13.5 In making payments by way of telegraphic transfer or by way of direct deposit of monies in the bank account/Islamic bank account of MIDF Investment (including but not limited to by way of electronic fund transfer) it shall be the responsibility of the Client to ensure that adequate and timely notice is given to MIDF Investment regarding the effecting of such payment and such notification shall include the telegraphic transfer confirmation slip, the bank-in slip, sufficient details for MIDF Investment to identify the beneficiary details including the Client's name, Islamic Trading Account number and nature of payment, e.g. contract number, quantity and name of Shariah-Compliant Securities, contra loss reference and such particulars as may be necessary to allow the identification of the purpose for which the payment is made. MIDF Investment shall not be held liable for any payment effected by way of telegraphic transfer or direct deposit of monies into the bank account/Islamic bank account or unaccounted for by reason of insufficient or untimely information provided by the Client as required above.

13.6 In the event the Client fails to provide adequate and clear particulars with regard to the nature and purpose of any of the Client's payments to MIDF Investment, MIDF Investment shall be absolutely entitled to apply the payment(s) in such manner as MIDF Investment may in its absolute discretion deem fit without any liability to the Client whatsoever.

13.7 Payment(s) for the Shariah-Compliant Securities purchased can be made by way of cash, cheque or draft in the manner as may be notified to the Client by MIDF Investment and unless otherwise agreed to by MIDF Investment may only be made in Ringgit Malaysia ("RM") currency. The Client understands that all payment(s) made shall only be deemed received by MIDF Investment from the Client when MIDF Investment has issued a receipt to the Client for the same. The Client also understands that it is the Client's responsibility to insist on the issuance of MIDF Investment's receipt and that MIDF Investment shall not be held liable or responsible for the Client's failure to obtain a receipt. MIDF Investment shall deliver the receipt by physical delivery and/or via electronic transmission.

13.8 MIDF Investment's Dealer's Representatives or Trading Clerks are not authorised to collect any payment or hold any Clients' assets on behalf of MIDF Investment. The Client acknowledges that if the Client chooses to effect payment to a Dealer's Representative or a Trading Clerk, such an act shall be at the Client's own risk and MIDF Investment shall not be held responsible or liable in respect thereof. Any payment shall be deemed to be made only when MIDF Investment receives the payment from the Dealer's Representatives or the Trading Clerk and not when the payment is delivered or made to the Dealer's Representatives or the Trading Clerk.

13.9 The 'rounding mechanism' shall be applicable to all over-the counter payment(s) whether payment(s) are made in cash or otherwise and only applies to the total amount of a bill and not on individual terms. In the 'rounding mechanism', the total amount of a bill which ends in 1, 2, 6 and 7 sen will be rounded downwards to the nearest multiple of 5 sen while the total bill which ends 3, 4, 8 and 9 sen will be rounded upwards to the nearest multiple of 5 sen.

#### 14. SETTLEMENT / PAYMENTS IN RELATION TO SHARIAH-COMPLIANT FOREIGN SECURITIES

- 14.1 For Clients who have appointed a custodian as settlement agent to settle trades on Shariah-Compliant Foreign Securities, in the event if the Client's custodian cannot effect payment for Transactions directly to MIDF Investment's Foreign Agent for any sum that may be due and owing to MIDF Investment, the Client may effect such payment directly to MIDF Investment through the Electronic Payment.
- 14.2 Likewise, in the event if MIDF Investment's Foreign Agent cannot effect payment to the Client's custodian for any Sales Proceeds, MIDF Investment shall in its discretion be entitled to pay the Sales Proceeds effected through the Islamic Trading Account to the Client's Designated Third Party Bank Account via electronic payment or telegraphic transfer. MIDF Investment may, at its option, elect to pay the Sales Proceeds to the Client by cheque and such election shall be binding on the Client. No payment will be made by MIDF Investment to the Client's Third Party Bank Account through the Electronic Payment on Saturdays or half business days of the Licensed Financial Institution or MIDF Investment.
- 14.3 The Client agrees and undertakes:
- (a) to make all payments within the settlement periods as prescribed by the respective relevant Recognised Exchange(s) through which the transaction(s) are transacted and/or the relevant requirements;
  - (b) in the event of a public holiday in Malaysia, the Client agrees and undertakes to make payment one day in advance of the prescribed settlement period in respect of foreign share trading for any outstanding purchase contract and acknowledge that payments on sale contracts can only be made to the Client on the first working day after the public holiday at the very earliest;
  - (c) MIDF Investment shall be entitled at its absolute discretion to offset any outstanding purchases for foreign share trading before trades on Bursa Securities; and
  - (d) all monetary transactions between the Client and MIDF Investment, even in respect of foreign share trading shall be in Ringgit Malaysia ("RM") unless otherwise determined by MIDF Investment.

#### 15. LATE PAYMENT CHARGES, COSTS AND OTHER CHARGES

- 15.1 The Client undertakes to pay MIDF Investment Late Payment Charges, costs and other charges in respect of any overdue amount at such rate and manner as defined under Clause 2 above and agree that the Late Payment charges, costs and other charges due subsequent to any judgment of a court shall be at a rate and manner of calculation to be specified.
- 15.2 The Client declares that the Client shall be liable to pay MIDF Investment (and hereby undertake to do so) all costs, charges and expenses (including but not limited to solicitor's fees on a solicitor and client basis) together with Late Payment Charges thereon which MIDF Investment may suffer or incur from time to time incidental to the Form or the Terms herein.
- 15.3 MIDF Investment may in its absolute discretion charge a service fee for the maintenance of the Account(s) and may at any time, set-off any monies and/or Shariah-Compliant Securities in the Account(s) against such service fee in accordance with the Terms herein. In the event there are no monies or Shariah-Compliant Securities in such Account(s), MIDF Investment may terminate such Account(s).
- 15.4 MIDF Investment shall be entitled to convert any sum received by it (whether to be credited into the Account(s) or in payment of any sum due to MIDF Investment) to the currency of the Account(s) with MIDF Investment or (as the case may be) the currency in which payment is to be made, at a rate of exchange to be quoted by or decided by MIDF Investment. MIDF Investment shall also be entitled to convert any amounts in the Account(s) or otherwise standing to the Client's credit to any other currency for the purpose of carrying out the Client's instructions or exercising MIDF Investment's rights under the Terms herein. The Client agrees that any exchange rate losses and costs of conversion shall be fully borne by the Client.
- 15.5 The Client shall be liable for all taxes, services taxes and all other taxes, levies and duties that may be chargeable or imposed by any authority (within or outside Malaysia) as a result of or pursuant to any Transactional Services or the Account(s) or in respect of any monies payable to or receivable by MIDF Investment or any expenses incurred by MIDF Investment and MIDF Investment shall be entitled to debit the Account(s). The Client shall be liable for any deficiency. Further, where applicable, MIDF Investment may issue, transmit or make available tax invoice to the Client by electronic means and the Client hereby agrees and consents to receiving such electronically transmitted tax invoice.
- 15.6 All payments shall be made to MIDF Investment in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature whatsoever and shall be made free and clear of and without deduction for any present or future taxes. If any deduction or withholding is required, the Client shall pay such additional amount as is necessary to ensure that MIDF Investment receives the full amount which it

would otherwise have received had no such deduction or withholding been required. The date of receipt of any payment shall be the date when any instrument of payment is cleared and full payment is finally received.

- 15.7 The Client acknowledges that from time to time, MIDF Investment may receive commissions, discounts, fees or otherwise in connection with or in relation to the issue of Shariah-Compliant Securities to or for the Client or other dealings in respect of or relating to any Shariah-Compliant Securities or investment products and/or Services to the Client. The Client agrees that MIDF Investment may retain for the benefit of MIDF Investment and without any obligation to account to the Client any commission, discounts, fees or other monies which MIDF Investment may receive from any providers of investment products and/or services or other persons in connection with or in relation to the holdings, subscription, switching, transfer or redemption of Shariah-Compliant Securities or investment products and/or services or other transactions done or carried out by the Client with or through MIDF Investment or any other dealings in respect of the Shariah-Compliant Securities or investment products and/or services.

## **16. ELECTRONIC PAYMENT FOR SHARES (“EPS”)**

- 16.1 The Client may from time to time effect payment for Transactions or any sum that may be due and owing to MIDF Investment through the EPS. In order for the Client to utilise the EPS, the Client shall execute such forms and/or documents that MIDF Investment may require from time to time.

- 16.2 MIDF Investment shall in its discretion be entitled at any time to:-

- (a) treat any payments made by the Client from time to time through the EPS as being paid on a Market Day following the date of such payment; or
- (b) apply the amounts received through the EPS in payment of the Transactions or in respect of any other amounts that may be due and owing by the Client to MIDF Investment before applying such payment or any part thereof in respect of the Transaction.

- 16.3 The Client hereby agrees, consents and accepts in relation to applicable EPS services, if any, as follows:-

- (a) to receive share sale proceeds via direct credit into the Client's Third Party Bank Account/Islamic Bank Account subject to the Terms contained herein. The share sale proceeds shall be settled by MIDF Investment to the relevant bank as soon as possible.
- (b) MIDF Investment may credit to the Client's Trust Account, cash dividends and/or cash distribution and/or any other cash payments arising from corporate actions due to the Client in respect of any deposited Shariah-Compliant Securities in the Client's nominees account.
- (c) to receive share sale proceeds and/or cash dividends and/or cash distribution and/or other cash payments arising from corporate actions (as the case may be) that may be due to the Client in respect of any deposited Shariah-Compliant Securities in the Client's Securities nominees account or MIDF Investment subject to the Terms contained herein via direct credit into the Client's Third Party Bank Account/Islamic Bank Account subject to the Terms contained herein. The share sale proceeds and/or cash dividends and/or cash distribution and/or other cash payments shall be settled by MIDF Investment to the Client's Third Party Bank Account/Islamic Bank Account as soon as practicable;
- (d) share sales proceeds and/or cash dividends / distributions and/or any other cash payments credited into the Client's Third Party Bank Account/Islamic Bank Account arising from corporate actions shall be payable in Ringgit Malaysia (“RM”) only;
- (e) any share sale proceeds due and/or arising from the Client's share Transactions shall be remitted by MIDF Investment to the payment bank on the Settlement Due Date by 12.30 pm to effect the transfer to the Client's Third Party Bank Account/Islamic Bank Account;
- (f) MIDF Investment will inform the Client in the event of any failure of payment to the Client's Third Party Bank Account/Islamic Bank Account as soon as reasonably possible and thereafter, MIDF Investment may attempt to credit such share proceeds via issuance of cheques or crediting into the Client's Trust Account maintained with MIDF Investment;
- (g) the Client irrevocably consents to the disclosure by MIDF Investment to the Agent Bank such personal information and/or such other necessary information expedient to facilitate the crediting of the share sale proceeds and/or cash dividends and/or cash distributions and/or any other cash payments arising from corporate actions directly into the Client's Third Party Bank Account/Islamic Bank Account; and/or
- (h) MIDF Investment shall not be liable for any losses and/or damages suffered and/or incurred by the Client arising out of and/or in connection with the EPS, save and except for any loss and/or damage arising from any act of gross negligence, wilful default and/or fraud by MIDF Investment.

## **17. CLIENT'S TRUST ACCOUNT**

- 17.1 The Client's Trust Account is subject to MIDF Investment's continued discretion to grant, maintain and operate. The Client represents and warrants that the Client has full power and capacity to open the Client's Trust Account and will not by so doing contravene or result in a default under any provision of any applicable Laws and Rules or of any judgment, injunction, order, decree or agreement or instrument binding upon the Client.



- 17.2 In addition to, and not in derogation of the Terms set out herein, the Client hereby irrevocably and unconditionally agrees that MIDF Investment shall credit the Client's Trust Account and give value to the payment or deposit/Islamic deposit made by the Client after:
- (a) the Client has notified MIDF Investment via telephone of such payment and MIDF Investment has reconciled the Client's Trust Account based on the details provided; and
  - (b) any cheque delivered by the Client to MIDF Investment has cleared. The term "Available Funds" shall mean the net available sum of monies remaining in the Client's Trust Account on any relevant day as may be calculated or determined by MIDF Investment.
- 17.3 As and when any of the Client's purchase orders for Shariah-Compliant Securities have been executed by MIDF Investment on the Client's behalf on any day, MIDF Investment shall be entitled to immediately earmark or set aside the relevant amount of monies from the Available Funds for settlement of the purchase price of the said Shariah-Compliant Securities and all of the transaction costs payable by the Client in connection with the said purchase ("Earmarked Amount"). On the relevant settlement date as prescribed by Bursa Securities or any other relevant authorities, MIDF Investment shall be authorised to utilise the Earmarked Amount to settle the costs payable by the Client in connection with the said purchase.
- 17.4 The Client hereby authorises MIDF Investment to credit all proceeds due to the Client on the settlement of any sale order for all or any of the Client's Shariah-Compliant Securities at any time, into the Client's Trust Account and thereafter the Client agrees that such proceeds shall form part of the Available Funds and shall be dealt with in the same manner as all other monies in the Client's Trust Account.
- 17.5 In addition and without prejudice to any other provisions herein, the Client hereby irrevocably and unconditionally, agrees, consents, directs and authorises MIDF Investment to utilise the Available Funds at any time and from time to time to set-off, pay, settle and discharge the following:
- (a) all monies due and owing by the Client to MIDF Investment under all of the Client's Account(s) with MIDF Investment or otherwise due to MIDF Investment for any reason whatsoever (including monies due and owing by the Client to MIDF Investment in respect of the Client's other dealings and transactions with or through MIDF Investment); and
  - (b) all monies due and owing by the Client to any of the companies within the MIDF Group of Companies. The Client further undertakes to pay MIDF Investment forthwith any shortfalls or balances due and owing in or under all of the Client's Account(s) and/or otherwise due to MIDF Investment and/or the MIDF Group of Companies in the event that the Available Funds are insufficient to settle all monies due and owing by the Client to MIDF Investment and the MIDF Group of Companies and indemnify MIDF Investment for all losses, liabilities, damages, Late Payment Charges, costs, expenses and charges sustained or incurred by MIDF Investment in connection with the Client's Account(s) or the Client's trading activities.
- 17.6 The Client hereby agrees that MIDF Investment shall be entitled to determine and calculate the available limit for the Client's trades in Shariah-Compliant Securities in the manner determined by MIDF Investment in its absolute discretion.
- 17.7 In the event any of the Client's purchase orders for any Shariah-Compliant Securities has been executed and it is thereafter discovered that the aggregate of the purchase price and the transaction costs payable by the Client in connection with that purchase order is greater than the Available Funds (the excess shall be known as the "Excess") for any reason whatsoever, including any errors or omissions on the part of MIDF Investment in calculating the Available Funds and the Client's trading limit, the Client hereby undertakes to pay to MIDF Investment the Excess in immediately available funds on the Market Day immediately following the transaction date of the said purchase order failing which, without prejudice to all its rights and remedies, MIDF Investment shall be entitled to charge and impose on the Client the normal brokerage rate chargeable for the execution of purchase orders for the Islamic Trading Account in respect of that purchase order and the Client shall be liable to pay brokerage to MIDF Investment at the said rate in respect of that purchase order.

## 18. **CONTRA GUIDELINES**

- 18.1 For trading on Bursa Securities, settlement by way of "contra" for outstanding purchase positions against outstanding sales positions of the same Shariah-Compliant Securities done on "ready basis" may be allowed at the sole discretion of MIDF Investment, subject to the following:
- (a) settlement by way of contra is not permitted for Shariah-Compliant Securities which have been declared by Bursa Securities as "Designated Securities", for contract(s) done on an "immediate basis" or such other Shariah-Compliant Securities which have been declared by Bursa Securities from time to time to be within a restricted category;
  - (b) settlement by way of contra in respect of any purchase contract(s) shall be effected within the Settlement Due Date as prescribed by Bursa Securities,. Any sales transacted up to the Settlement Due Date for the outstanding purchases will be auto-contra on a first-in, first-out ("FIFO") basis or such other basis as may be determined by MIDF Investment. Clients who subscribe for other Islamic trading facilities are bound by the

- contra sequence and/or settlement period specific to the Islamic trading facilities which may be varied from time to time at the absolute discretion of MIDF Investment;
- (c) for purchase positions on “ready basis” contract(s) that remain unsettled after the Settlement Due Date (referred to as “Overdue Purchase Contract(s)”), MIDF Investment will have full discretion to close off and/or force sell on the next Market Day without seeking prior consent from the Client. MIDF Investment shall charge Late Payment Charges on the Overdue Purchase Contract(s) or on the contra incurred pursuant to the close off and/or force sell thereof.
- 18.2 For trading on Recognised Exchanges, settlement by way of “contra” for outstanding purchase positions against outstanding sales positions of the same Shariah-Compliant Foreign Securities for Shariah-Compliant Foreign Securities transaction on Recognised Exchanges may be allowed at the sole discretion of MIDF Investment, subject to the following:
- (a) settlement by way of contra in respect of any purchase contract from any of the Recognised Exchanges may only be effected not later than the stipulated time on the Settlement Due Date of the purchase contract. Any sales transacted up to the Settlement Due Date for the outstanding purchasers will be auto-contra on FIFO basis or such other basis as may be determined by MIDF Investment;
- (b) for Overdue Purchase Contract(s), MIDF Investment will have full discretion to close off and/or force sell on the next Market Day without seeking prior consent from the Client. MIDF Investment shall charge Late Payment Charges on the Overdue Purchase Contract(s) or on the contra incurred pursuant to the close off and/or force sell thereof;
- (c) the Client is not allowed to carry out selling of purchase contract(s) after the Settlement Due Date which may result in an oversold position where the Client is fully responsible; and
- (d) losses arising from selling / force selling of outstanding purchase in a foreign currency denominated contract will be reflected in the same foreign currency until C+5 (five Market Days following the date of contra) or such other time as may be determined by MIDF Investment where it will be converted to Ringgit Malaysia using MIDF Investment’s prevailing foreign exchange rate.
- 18.3 MIDF Investment reserves the right to withhold payment of contra gains should the Client have any unclear purchase contract or contra loss. Further, MIDF Investment reserves the right to utilise any of the contra gain to settle any outstanding contra losses and Late Payment Charges accrued thereon.
- 18.4 All contra losses must be settled promptly otherwise for any contra losses unsettled by the fifth (5<sup>th</sup>) calendar day following the date of contra or such other Market Day as determined by MIDF Investment at its absolute discretion, Late Payment Charges will start to accrue. Any resulting contra gains will be paid within the first (1<sup>st</sup>) Market Day of the following week after the date of contra or such other Market Day as determined by MIDF Investment at its absolute discretion.
- 18.5 In addition to the transaction costs (brokerage, stamp duty, clearing fee), MIDF Investment reserves the right to impose any other charges at any time and in any manner as may be determined by MIDF Investment.
- 18.6 MIDF Investment reserves the right to vary the above Terms where necessary from time to time as it deems fit.
- 19. COLLATERAL AND LIEN**
- 19.1 To the extent permitted by law, for the payment of any Indebtedness, all assets of the Client forming the Collateral from time to time shall be:
- (a) charged to MIDF Investment;
- (b) shall be subject to a general lien in favour of MIDF Investment; and/or
- (c) permitted to be subjected to a lien, charge or security in favour of MIDF Investment’s Foreign Agent, sub-custodian or nominee, in so far as it is in relation to the provisions of the facilities and the services contemplated herein;
- as a continuing security for
- (i) the payment of all sums that may from time to time become due to MIDF Investment or any other party so appointed by MIDF Investment whether under or by virtue of these Terms or otherwise, including all fees, commissions, Late Payment Charges, brokerage charges and/or all other amounts due to MIDF Investment or otherwise arising under or in respect of any of the Transactional Services or the Transaction; and
- (ii) the performance of any of the Client’s obligations to MIDF Investment, whether under or by virtue of these Terms or otherwise.
- 19.2 MIDF Investment is entitled from time to time and at any time, without any prior notice to combine and consolidate all of the Client’s Accounts which the Client may have with MIDF Investment or any of its Affiliates in any manner as MIDF Investment deems fit and irrespective of whether the Transactions are effected on the same Exchange or different Exchanges and whether effected under the same Islamic Trading Account or different Account(s), and/or to set-off any amount standing to the credit of any of the Client’s Account(s) which the Client may have with MIDF Investment or any of its Affiliates against the Indebtedness.

- 19.3 In so far as any Indebtedness to MIDF Investment are contingent or future liabilities, MIDF Investment's liability to the Client in respect of the sum(s) standing to the credit of any of the Client's Accounts and all other payments due to the Client, shall to the extent necessary to cover such Indebtedness, be suspended, until the happening of the contingent or future event and such sum(s) is, in the absolute discretion of MIDF Investment, applied in satisfaction of the Indebtedness.
- 19.4 The security hereby created over the Collateral by this Clause 19 shall be a continuing security for the discharge of the Indebtedness that may now or hereafter be due, owing, incurred or payable by the Client to MIDF Investment and shall not prejudice any other security rights which MIDF Investment may have in respect of the Collateral.
- 19.5 The Client authorises MIDF Investment to deal in any manner including but not limited to sale or disposal of the whole or part of the Shariah-Compliant Securities pledged to MIDF Investment or howsoever held or maintained under or in relation to the Client's Islamic collateralised trading account (including the Client's CDS Account) including without limitation to the utilisation of all or any cash or Shariah-Compliant Securities standing to the credit of the Client's Account(s) at any time without notice to the Client and utilise the proceeds to set off and discharge any or all the Indebtedness and obligations due and owing to MIDF Investment. The Client further agrees that MIDF Investment shall not be liable for any claims whether in contract, tort or otherwise, for any demands, actions or proceedings, losses and expenses including legal costs and all other liabilities of whatsoever nature or description which may be incurred or suffered by the Client arising from the sale of the said Shariah-Compliant Securities.
- 19.6 The Client confirms, acknowledges, authorises and agrees with MIDF Investment as follows (applicable to Islamic collateralised trading accounts only):-
- (a) to open a Pledged Securities CDS Account with either MIDF Amanah Investment Nominees (Tempatan) Sdn. Bhd. or MIDF Amanah Investment Nominees (Asing) Sdn. Bhd. for the purpose of pledging of scrippless Shariah-Compliant Securities, designated solely for the Client as the beneficiary, which will also be associated to the Client's Islamic collateralised trading account to be utilized for trading purposes for Shariah-Compliant Securities listed on Bursa Securities. In consideration, the Client shall also indemnify and keep MIDF Investment or its nominees indemnified against all claims, demands, liabilities, costs and expenses for which MIDF Investment or MIDF Investment's nominees may be liable, and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against MIDF Investment or its nominees or which may be incurred or which may arise directly or indirectly by reason of the registration of the said Shariah-Compliant Securities in the name of MIDF Investment and/or the appointment of MIDF Investment's nominees as the Client's nominee or by act or omission in relation thereto;
  - (b) it is the Client's responsibility to settle all outstanding purchases and to ensure the delivery of all sales contracts in the aforesaid Pledged Securities CDS Account within the Settlement Due Date.
  - (c) Collateral must be deposited with MIDF Investment and shall be of a type and amount acceptable to MIDF Investment. The trading limit shall depend on the type and amount of the Collateral deposited provided always that MIDF Investment may impose a maximum limit for trading;
  - (d) MIDF Investment may cap or discount the value of Shariah-Compliant Securities provided as Collateral for the purpose of determining the trading limit;
  - (e) shall provide and deposit (at the Client's cost and expense) additional Collateral immediately upon MIDF Investment's request, together with all required documents (e.g. duly completed and valid transfer forms etc.);
  - (f) MIDF Investment is given irrevocable authorisation to sell the Shariah-Compliant Securities and utilise any available monies/funds in Client's Trust Account to settle any outstanding contra losses, bills or accumulated Late Payment Charges in the Client's Islamic collateralised trading account that have exceeded **fourteen (14) days** at MIDF Investment's sole discretion without any reference to the Client. In such event the Client shall have no recourse against MIDF Investment or its nominees in respect of any loss that the Client may suffer arising out of or in relation to or connected with such sale;
  - (g) that while every endeavour shall be made to notify the Client of any forthcoming entitlement or corporate action, MIDF Investment, MIDF Investment's Foreign Agent, sub-custodian or nominee shall not be held liable for any failure to do so;
  - (h) agrees to reimburse MIDF Investment of all reasonable expenses incurred by MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee in performing any of the abovementioned services;
  - (i) MIDF Investment may suspend, withdraw or terminate the Client's Islamic collateralised trading account and release such suspension at any time at MIDF Investment's sole and absolute discretion;
  - (j) the Client confirms that the Client is the legal and beneficial owner of the said Shariah-Compliant Securities and that the Client is entitled to pledge, mortgage and charge the said Shariah-Compliant Securities to MIDF Investment;
  - (k) the said Shariah-Compliant Securities will be a continuing security to MIDF Investment for the general balance of the Client's debts due or Liabilities to MIDF Investment, which shall include but not limited to any monies due under the Client's Islamic collateralised trading accounts;
  - (l) notwithstanding the aforesaid, neither MIDF Investment nor its nominees shall be answerable or responsible

for the loss of or damage to or diminution in value of any of the said Shariah-Compliant Securities, however arising, while the same are in the custody, possession or control of MIDF Investment or its nominees. Further, while the said Shariah-Compliant Securities are in the custody, possession or control of MIDF Investment or its nominees, MIDF Investment or its nominees shall use all reasonable efforts to ensure that any rights issue, bonus or dividends (hereinafter called "corporate actions") declared in respect of the said Shariah-Compliant Securities, are subscribed with the Client's instruction/advice, received or collected by MIDF Investment or its nominees under advice to the Client. All costs, charges and/or expenses incurred in the course of these corporate actions on the said Shariah-Compliant Securities shall be debited to the Client's Islamic collateralised trading account;

- (m) the Client shall, immediately upon MIDF Investment's request and at his own cost and expense, deliver to MIDF Investment duly executed forms or other valid documents of transfer in respect of any or all of said Shariah-Compliant Securities and/or deposit further Shariah-Compliant Securities as may be required by MIDF Investment;
- (n) the Client hereby acknowledges that MIDF Investment will not be liable for any loss or damage incurred or suffered in relation to the said Shariah-Compliant Securities deposited and in relation to the documents evidencing title or ownership of such Shariah-Compliant Securities (where applicable) under any Account unless such loss or damage is due to MIDF Investment's gross negligence or wilful default. In respect of such loss or damage due to gross negligence or wilful default, MIDF Investment will only be liable for the incidental replacement costs which are confined to the cost of advertisement, scrip fees or any other reasonable costs related to the replacement of the physical share certificates only, where appropriate, and does not include or oblige MIDF Investment to buy back the Shariah-Compliant Securities for the Client on the Bursa Securities or any other Recognised Exchanges. The replacement documents evidencing title or ownership of the said Shariah-Compliant Securities shall be returned to the Client upon MIDF Investment receiving of the same from the share registrar; and
- (o) MIDF Investment, in the event of the sale of the said Shariah-Compliant Securities, to deliver the same to the purchaser or the legal representative and to credit the proceeds of sales to the Client's Account(s) with MIDF Investment to settle any outstanding debts due to MIDF Investment.

## **20. NOMINEE SERVICES**

- 20.1 Any Shariah-Compliant Securities deposited by the Client with MIDF Investment or purchased by MIDF Investment on behalf of the Client and held by MIDF Investment for safe-keeping or otherwise may, at MIDF Investment's absolute discretion, be registered by MIDF Investment in the Client's name, in MIDF Investment's name or in the name of MIDF Investment's Foreign Agent, sub-custodian or nominee.
- 20.2 The Client acknowledges that if the Shariah-Compliant Securities are registered in MIDF Investment's name or the name of MIDF Investment's Foreign Agent, sub-custodian or nominee, the Shariah-Compliant Securities will be held by MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee in accordance with the Terms herein.
- 20.3 The Client agrees that MIDF Investment is authorised at all times:
  - (a) at the cost and expense of the Client, where the Shariah-Compliant Securities are held in Malaysia, to maintain the Shariah-Compliant Securities in a nominee account in accordance with the Bursa Rules;
  - (b) where the Shariah-Compliant Foreign Securities are to be held outside Malaysia or denominated in foreign currency, to maintain the Shariah-Compliant Foreign Securities with a sub-agent or a custody account held with a custodian outside Malaysia which is licensed, registered or authorised to act as a custodian in the country or territory where the Shariah-Compliant Foreign Securities are maintained;
  - (c) to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians referred to herein on such Terms as may be imposed by any applicable Laws and Rules, and by such persons which MIDF Investment may deem fit, for any of the Shariah-Compliant Securities;
  - (d) to permit such persons to sub-delegate and to register such Shariah-Compliant Securities in the name of any of their nominees upon such Terms as MIDF Investment may in its absolute discretion stipulate; and
  - (e) to delegate to any other person, whether affiliated to MIDF Investment or otherwise, and whether in or outside Malaysia, for any period whatsoever, the performance of the Transactional Services as well as the exercise of MIDF Investment's powers set out in the Terms herein.
- 20.4 MIDF Investment shall not be required at any time to register any Shariah-Compliant Securities, whether such Shariah-Compliant Securities are held electronically or otherwise, in its own name or in the name of its nominees. If MIDF Investment decides, in its absolute discretion, to register the Shariah-Compliant Securities in its own name or in the name of its nominees, the Client agrees to sign and execute all necessary instruments of transfer and documents and pay such fees and charges in connection with such registration of the Shariah-Compliant Securities.
- 20.5 MIDF Investment and MIDF Investment's Foreign Agent, sub-custodian or nominee shall be under no responsibility to forward to the Client any notices, proxies or other documents or communications in respect of the Shariah-Compliant

Foreign Securities. Notwithstanding the aforesaid if MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee shall determine that any action is required in respect of such Shariah-Compliant Securities and/or Shariah-Compliant Foreign Securities and the Client and/or the Authorised Persons cannot be contacted or fail to give punctual or adequate instructions for such action, the Client hereby authorises MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee to act on the Client's behalf as they shall in their absolute discretion think fit (but nothing in this clause shall impose on MIDF Investment any obligation), including without limitation, to exercise any voting rights or such other rights in respect of Shariah-Compliant Securities of which the Client is the beneficial owner but which are registered in the name of MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee, and MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for such action as MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee may take. The Client further undertakes to indemnify MIDF Investment and MIDF Investment's Foreign Agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by MIDF Investment and/or MIDF Investment's Foreign Agent, sub-custodian or nominee in respect of any such action taken and of the Shariah-Compliant Securities held by MIDF Investment and/or MIDF Investment's Foreign Agent, sub-custodian or nominee.

- 20.6 The Client acknowledges and consents to the fact that any Shariah-Compliant Foreign Securities belonging to the Client held by MIDF Investment or its Foreign Agent for any reason whatsoever may be held with other Shariah-Compliant Foreign Securities held for MIDF Investment, itself or other clients of MIDF Investment on an aggregate or omnibus basis. If this occurs, MIDF Investment shall maintain records of the Client's interest in the Shariah-Compliant Foreign Securities that have been commingled but such Shariah-Compliant Foreign Securities may not be identifiable by separate certificates, or other physical documents or equivalent records. This may in some instances result in prejudice to the Client and the Client accepts and consents to this. The Client shall not have any right to specific Shariah-Compliant Foreign Securities held by MIDF Investment on such aggregate or omnibus basis by its Foreign Agent, but will be entitled, subject to these Terms, to delivery by MIDF Investment of Shariah-Compliant Foreign Securities of the same class, denomination and nominal amount, and which rank pari passu with those originally delivered to MIDF Investment or its Foreign Agent, subject always to any capital reorganisation or share exchange which may have occurred.
- 20.7 The Client hereby agrees to allow the MIDF Investment's nominee to generally, act on and give effect to the instructions of the Client and to carry out and/or perform any or all actions whatsoever which the Client may have the power to do, carry out or perform in relation to the nominee's services and/or the related Client's nominee accounts (if relevant), including without limitation to:
- (a) executing all necessary documents and/or forms issued by or required by any clearing system, any broker or any third party;
  - (b) commence, prosecute, defend, continue and/or discontinue all actions, including without limitation to legal proceedings, claims and demands in respect of any of the matters set out relating to or arising from the provision of the nominee services with power to compromise or to submit to judgment or order in any such actions or legal proceedings;
  - (c) collect dividends, profit and other income or stock dividends, bonus shares or any other entitlements in respect of the Shariah-Compliant Securities in the nominee account;
  - (d) present for payment the Shariah-Compliant Securities in the nominee account that are called, redeemed or reduced and to present all profits, coupons and other income items that call for payment upon presentation; and
  - (e) to declare the Client as the beneficial owner of the Shariah-Compliant Securities in the nominee account whenever such declaration of ownership is required;
    - (i) pay for the nominee fees and other charges at such rates as may be determined by the nominee from time to time together with all expenses and disbursements incurred by the nominee;
    - (ii) delegate to any other person, whether affiliated to the Custodian or otherwise, and whether in or outside Malaysia, for any period whatsoever.
- 20.8 In consideration of MIDF Investment acknowledging the authorisation given by the Client to MIDF Investment's Foreign Agent, sub-custodian or nominee as set out in this Clause 20, the Client agrees to the following:
- (a) the Client will not make any claims against MIDF Investment and MIDF Investment shall not be held liable or responsible for any loss/damage howsoever and whatsoever arising from all and any matters relating to the authorisation given in this Clause 20; and
  - (b) the Client declares that the authorisation in this Clause 20 being given for valuable consideration shall be valid until written revocation is given by the Client to MIDF Investment and such notice of revocation is duly acknowledged by any of MIDF Investment's authorised officer.
- 20.9 MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee shall not be liable, in the absence of fraud or wilful default, for such action as MIDF Investment or MIDF Investment's Foreign Agent, sub-custodian or nominee may take. The Client further undertakes to indemnify MIDF Investment and MIDF Investment's Foreign Agent, sub-custodian or nominee against all costs, fees, charges and expenses that may be incurred by MIDF Investment and/or MIDF Investment's Foreign Agent, sub-custodian or nominee in respect of any such action taken

and of the Shariah-Compliant Securities held by MIDF Investment and/or MIDF Investment's Foreign Agent, sub-custodian or nominee.

## **21. RIGHTS, WARRANTS AND OTHER ENTITLEMENTS**

- 21.1 In so far as Shariah-Compliant Securities are registered in the name of or held on behalf of the Client to the control or direction of MIDF Investment, MIDF Investment will use its reasonable endeavours upon its actual receipt of notice of any right to subscribe for shares, warrants, bonds/sukuks or other Shariah-Compliant Securities accruing, offered or accruing to the benefit of the Shariah-Compliant Securities which have been purchased or held on behalf of the Client (collectively "Accrued Rights") to notify the Client of the same in accordance with the Terms herein.
- 21.2 If the Client wishes to exercise all or part of such Accrued Rights or to apply and subscribe for excess rights, the Client shall give such instructions to that effect to MIDF Investment and where necessary make the necessary payments in reasonably sufficient time for MIDF Investment to exercise or procure the execution of such instructions. MIDF Investment shall not be obliged to use more than its reasonable endeavours to execute the Client's instructions as aforesaid, and MIDF Investment shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if MIDF Investment does not receive any notification of the Accrued Rights for any reason whatsoever or if no instruction from the Client (accompanied by payment where applicable) with respect to any Accrued Rights is received within the stipulated time, MIDF Investment shall not be liable for any non-exercise of all or any part of the Accrued Rights.
- 21.3 The Client agrees and acknowledges that rights generally available or accruing to the holder of any Shariah-Compliant Securities may, under certain Malaysian Rules or Foreign Rules, not be available to or accrue to the benefit of or to be offered to the Client and the Client agrees that in such circumstances, MIDF Investment shall not be responsible to inform the Client, inquire, investigate, take any action or make any demands in relation to such rights and the Client shall have no recourse against MIDF Investment for any claims whatsoever arising out of or in connection with or in relation to such rights.

## **22. PROXY**

- 22.1 MIDF Investment shall have no duty or responsibility to notify the Client of any proxy or other documents received by it in respect of the Shariah-Compliant Securities held or registered with MIDF Investment or to send any proxy or other documents to the Client.
- 22.2 In addition, MIDF Investment shall have no duty or responsibility to attend any meetings or to exercise any vote on behalf of the Client pursuant to its holding of the Shariah-Compliant Securities except in accordance with any prior written instructions from the Client and upon such Terms and indemnities and provisions for fees, charges and expenses as MIDF Investment may require.

## **23. LIMITATION OF LIABILITY**

- 23.1 Except as otherwise provided in the Terms herein and to the fullest extent permitted by law, MIDF Investment (including its Affiliates, and the respective officers, employees and agents of MIDF Investment and its Affiliates) shall not be answerable or liable whatsoever for all and any loss, damage, expenses, liability, cost or claim whatsoever and howsoever caused or arising but not limited to:
- (a) any failure, downtime, crash, breakdown, malfunction of or defects, bugs or glitches in any software, computer system or electronic or mechanical or telecommunication equipment of MIDF Investment or of any entity providing central depository clearing and/or settlement facilities or any telecommunication network operator, or any internet service provider or any operator, vendor, supplier or provider of any communications used by MIDF Investment (whether resulting in the Client's inability to place an order for trading or otherwise);
  - (b) any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with MIDF Investment and/or MIDF Investment's Foreign Agent's failure, neglect, refusal or omission to carry out or execute any order or instruction given by the Client;
  - (c) any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with the exercise or execution of any power, right, privilege and remedy conferred on MIDF Investment herein;
  - (d) any action by any regulatory authorities in any jurisdiction whether or not in the exercise of their regulatory or supervisory functions over MIDF Investment;
  - (e) any and all decisions made by the Client in respect of purchase or sale of Shariah-Compliant Securities, or the abstinence therefrom;
  - (f) any misinterpretation of any information provided by MIDF Investment relating to a transaction entered into or proposed to be entered into by the Client or MIDF Investment pursuant hereto;
  - (g) any misinterpretation of any information, directions or instructions which the Client, any persons authorised by the Client or any person purporting to act on behalf of the Client may have given or claim to have given to MIDF Investment in relation to any transaction;

- (h) the non-performance of its obligations hereunder by reason of any cause beyond MIDF Investment's control, including without limitation, transmission or computer delays, strikes and similar industrial action;
- (i) any advice, forecast, opinion or statement of intention to the Client in relation price movements or positions or the likely or possible profitability of any transaction;
- (j) any breach by the Client in connection with the Client's obligations to MIDF Investment or the Terms herein;
- (k) any action or failure by MIDF Investment to place or activate a stop loss order;
- (l) any errors in the transmission of the Client's instructions or orders through the Electronic Communications; or
- (m) any delay in paying the proceeds or monies or the collection of payments to the Client by its authorized Dealer's Representative or any other person from the sales of Shariah-Compliant Securities into the Client's Account(s) or the Client's Third Party Bank Account/Islamic Bank Account due to unforeseeable circumstances.

23.2 MIDF Investment's maximum liability (including without limitation, tortious liability (if any)) for damages, losses, costs or expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of MIDF Investment's obligations under the Terms herein) shall be limited at all times to the direct damages, losses, costs or expenses actually incurred or suffered by the Client up to the aggregate amount of commission paid by the Client for the relevant month when the claim is made.

23.3 MIDF Investment shall not be liable to the Client in respect of any loss of profits or goodwill, or any direct (save as provided in the Terms herein), indirect or consequential damages, losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Client as a result of any action brought by a third party, even if such damages, losses, costs or expenses are reasonably foreseeable or MIDF Investment had been advised of the possibility of the Client incurring the same.

23.4 The Client is aware that circumstances could arise in which the Client's remedies set forth in the Terms herein may be or appear insufficient to the Client. The Client agrees that the limitations on liability specified in this Clause 23 shall survive and apply even under such circumstances. In the light of the overall agreement reached hereunder, the Client has agreed that the remedies and limitations on liabilities set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration including the fees, commission, brokerage charges, Late Payment Charges and other charges payable in accordance with the Terms herein and the availability and costs of takaful in respect to the said risks.

## **24. EVENTS OF DEFAULT**

24.1 MIDF Investment shall be entitled to declare an Event of Default if any one or more of the following events have occurred or subsists:

- (a) in the event any of the representations, warranties, declarations and/or statements made by the Client is or becomes or is discovered to be incorrect, misleading or untrue when made or repeated or deemed to have been made or repeated;
- (b) if the Client admits to MIDF Investment the Client's inability to or the Client's intention not to, observe or perform any of the Client's obligations hereunder or in any other agreement entered into with MIDF Investment and/or any other financing, debenture, mortgage or agreement with any party (including undertakings, covenants or declarations and any variations, supplements or amendments thereto);
- (c) failure on the part of the Client to observe or perform any of the Terms or breach or non-compliance of any provision of the Form and/or the Terms (including undertakings, covenants or declarations and any variations, supplements or amendments thereto);
- (d) failure on the part of the Client to pay any sum of any kind or nature whatsoever (whether actual or contingent) due;
- (e) if any provision contained in the Form and/or the Terms is held for any reason whatsoever, to be invalid or unenforceable;
- (f) an encumbrancer takes possession of, or a trustee or administrator or other receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Client;
- (g) any security interest which may for the time being affect any of the Client's assets becomes enforceable;
- (h) the Client becomes or is declared insolvent or is deemed unable to pay its debts within the meaning of Section 466(1) of the Companies Act 2016 or any analogous events in any jurisdiction or becomes unable to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its creditors; or
- (i) the Client convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of its creditors, or a petition is presented or a meeting is convened for the purpose of considering a resolution for the winding-up of, or other steps are taken for making of an administration order against the Client (other than for the purpose of reconstruction);
- (j) any of the authorisations, approvals or board resolutions required by the Client to enter into and perform the terms of this Terms not being renewed or otherwise failing to remain in full force and effect;
- (k) the Client, being an individual, becomes or is adjudged or declared bankrupt or commits an act of bankruptcy or has a bankruptcy petition presented (or any analogous event) against him in any court of

- competent jurisdiction;
- (l) if the Client commits a default in any financing, facility or similar arrangement with any person (including MIDF Investment) which gives the right to the creditor concerned (including MIDF Investment) to demand payment of the financing, facility or arrangement before its due date, to withdraw the financing, facility or arrangement, or to enforce the security for the financing, facility or arrangement;
  - (m) if the Client is blacklisted pursuant to the Dishonoured Cheques Information System (DCHEQS) guidelines or any guidelines issued by BNM or any other authority having jurisdiction over MIDF Investment;
  - (n) in the case of the Client being an individual person, if the Client dies and MIDF Investment has notice of death either directly or indirectly;
  - (o) in the case of the Client being an individual person, the Client is certified insane by a licensed medical practitioner, or is unable to handle his/her personal affairs himself/herself and no person has been appointed under a power of attorney to handle the Client's Account(s) or financial affairs;
  - (p) in the case of the Client being an individual person, the Client is temporarily or permanently impaired by mental and/or physical deficiency, disability, illness or by the use of drugs to the extent the Client lacks sufficient understanding to make rational decisions or engage in responsible actions;
  - (q) any legal proceedings, suit or action is instituted against the Client or any judgment or order is made against the Client, which in the sole opinion of MIDF Investment could or would have a material adverse effect on the Client, or distress or any form of execution is levied or instituted against any of the assets of the Client;
  - (r) any governmental authority or any person or entity acting or purporting to act under any governmental authority shall have taken any action in order to condemn, seize, appropriate or assume custody or control of the Client, or all or any substantial part of its assets or to curtail its authority in the overall conduct of its business or operations;
  - (s) if an event or events has or have occurred or a situation exists or arises which in MIDF Investment's sole opinion may or will affect the ability of the Client to duly perform or observe any of the Client's other obligations to MIDF Investment whether arising from the Form and the Terms or otherwise; or
  - (t) a material adverse change in the financial condition of the Client or in all or any part of the affairs, investments, business or operations of the Client that has in MIDF Investment's opinion occurred, or any event occurs or circumstances arise which in MIDF Investment's opinion gives reasonable grounds for believing that the Client may not be able to perform or observe any one or more of its obligations in the Form and the Terms or any part thereof.

24.2 If an Event of Default shall occur or be continuing, MIDF Investment as the case may be shall have the absolute discretion to do any one or more of the following:-

- (a) suspend and/or close any or all of the Account(s) and / or terminate or determine all the Services and facilities provided or any part thereof;
- (b) demand full payment of all Indebtedness from the Client;
- (c) sell or dispose in any manner as MIDF Investment in its sole discretion deem fit all Securities/Shariah-Compliant Securities held in any of the Account(s) and apply the net proceeds of any sale or disposal towards settlement of all monies owing to MIDF Investment; and/or
- (d) to sell-out any outstanding purchases (which have not been paid for) and utilize any sums standing to the credit to set-off against losses, if any, arising from such said sell-out or in the event there are any proceeds from such sell-out, MIDF Investment may apply the net proceeds of any sale or disposal towards settlement of all monies owing to MIDF Investment.

24.3 Additionally, in the event of death, the following clauses shall apply:-

- (a) all instructions, cheques and other monetary instruments shall be honoured by MIDF Investment until MIDF Investment receives notice in writing of the demise of the Client or until MIDF Investment becomes aware of the same (howsoever such awareness came about, i.e., whether through public notification, direct notification to MIDF Investment or from any other source which is reasonable for MIDF Investment to assume is true);
- (b) upon MIDF Investment receiving formal notice of the demise of an individual Client, the Client's executor(s) or administrator(s) shall be the only persons recognised by MIDF Investment as being the Client's successor(s) in the event of the Client's death and MIDF Investment is entitled to freeze and/or retain any Shariah-Compliant Securities or any sums standing to the credit of the Client's Account(s) until such time that the Client's successor(s) produces to MIDF Investment a valid and binding Court Order confirming the Client's successor(s) to deal with the Client's affairs and property. Should there be any ambiguity in relation to the Client's successor(s), MIDF Investment is entitled to withhold any sums standing to the credit of the Client's Account(s) until such ambiguity is resolved;
- (c) notwithstanding the above, upon MIDF Investment being aware of the Client's demise, MIDF Investment shall be entitled to sell-out any outstanding purchases (which have not been paid for) and utilize any sums standing to the credit to set-off against losses, if any, arising from such said sell-out; and
- (d) any payment or transfer of shares made by MIDF Investment to the executor(s) or administrator(s) of the deceased Client shall constitute the complete discharge of MIDF Investment's liability under the Client's Account(s). In the event where a Client's estate has more than one executor or administrator, MIDF Investment shall be entitled to release any Shariah-Compliant Securities or any sums standing in credit in the



Client's Account to any single executor or administrator unless MIDF Investment receives written instructions otherwise.

## **25. TERMINATION OR SUSPENSION**

- 25.1 MIDF Investment reserves the sole and absolute right to suspend, close or terminate the Client's Account(s) for any reason deemed appropriate at any time without assigning any reason whatsoever, notwithstanding any Terms stating otherwise. Any termination or suspension of any of the Client's Account(s) offered by MIDF Investment to the Client or any part thereof (with or without cause) and any withdrawals of Shariah-Compliant Securities, whether or not following termination, shall be without prejudice to the right of MIDF Investment to settle any transactions entered into or to settle any liability incurred on behalf of the Client prior to termination at the discretion of MIDF Investment. MIDF Investment shall be entitled to cancel any unexecuted instructions. The Client shall remain liable for all resulting costs, losses and expenses incurred.
- 25.2 The termination of the Transactional Services shall not prejudice, impair or otherwise adversely affect any of MIDF Investment's rights over any Collateral or the payment of any or all outstanding obligations of the Client until such time as all the obligations and liabilities of the Client to MIDF Investment is discharged and paid in full.
- 25.3 Upon or at any time after the termination of the Transactional Service, provided that all outstanding sums owed to MIDF Investment by the Client shall have been discharged and paid in full and MIDF Investment shall have executed a full and proper acknowledgment and discharge in respect thereof, MIDF Investment shall transfer or cause to be transferred the Collateral and all of the Securities/Shariah-Compliant Securities which are then held by MIDF Investment or such person as per the Client's instructions to a successor designated by the Client, at the Client's costs and expense.
- 25.4 The Client may terminate the Client's Account(s) or the Transactional Services upon giving not less than 3 Market Days' written notice in advance to MIDF Investment and upon payment of all monies outstanding and payable or which will become payable to MIDF Investment in respect of the Client's Account(s), the Transactional Services or otherwise and the full discharge of all the Client's obligations herein.
- 25.5 Without prejudice to any other rights or remedies which MIDF Investment may have at law or in equity or under the Terms herein, upon termination of the Transactional Service MIDF Investment shall be entitled to:-
- (a) sell any or all Shariah-Compliant Securities held or carried for the Client or purchase any or all Shariah-Compliant Securities held or carried as a short position from the Client or any third party at the Client's cost; and
  - (b) exercise all rights over and in respect of any other Collateral including but not limited to selling any or all of the non-cash Collateral in such manner and at such times as MIDF Investment deems fit with only such notice where required by law and which cannot be waived, and the sale of such Collateral to MIDF Investment or any of its Affiliates, will transfer the title to ownership of such Collateral free from any claim or right of any kind, including any equity interest of the Client, such right and equity being hereby expressly waived and released.
- 25.6 Notwithstanding anything contained herein, service of notice of termination by the Client to MIDF Investment shall be effective only upon actual receipt thereof by MIDF Investment.
- 25.7 For the avoidance of doubt, all the Client's obligations under the Terms herein, including the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination shall survive the termination of the Terms herein (including Website Terms) or the deactivation or revocation of the Transactional Services until the said obligations are fully performed or settled.
- 25.8 To the fullest extent permitted by law, MIDF Investment shall not be liable to the Client for any claims, costs, damages or losses (direct, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of a termination of the Client's Account(s) or the Transactional Services or part thereof by MIDF Investment.

## **26. INDEMNITY**

- 26.1 In consideration of MIDF Investment agreeing to the opening, holding and administering of the Client's Account(s) and/or the provision of Transactional Services by MIDF Investment, the Client shall (and hereby unconditionally and irrevocably undertakes to and agrees with MIDF Investment and each of their respective officers, employees, or any authorised third party) at all times and from time to time and at any time ON FIRST DEMAND duly, punctually and fully indemnify and save harmless MIDF Investment and each of their respective officers, employees, or any authorised third party, from and against any and all actions, suits, proceedings, claims, liabilities, demands, losses, charges, Late Payment Charges, fees, fines, debts, damages, expenses and costs (including all costs on a solicitor client basis) of whatever nature as may at any time or from time to time be sustained, incurred or suffered by MIDF

Investment and/or its Affiliates directly or indirectly from or by reason of or as a consequence of or arising out of the Client's breach of the terms in the Form and the Terms herein or MIDF Investment having to act on the Client's instructions or any third party rights including copyright, proprietary, privacy or intellectual property rights.

- 26.2 The Client further agrees to indemnify MIDF Investment for all and any actions, losses, damages, liability, claims, costs, charges or other expenses which MIDF Investment may howsoever incur or be subjected to in relation to the Transactional Services provided by MIDF Investment including but not limited to in connection with or arising from:-
- (a) any unauthorised instructions or other instructions and data from the Client or purporting to be from the Client that might be transmitted through the Electronic Communications or any instructions or such other instructions and data being inaccurate, garbled or incomplete;
  - (b) the recovery of or attempt to recover by MIDF Investment from the Client of any monies due to MIDF Investment or the enforcement by MIDF Investment of the Terms herein or any amendments, additions, modifications, variations whatsoever of the same;
  - (c) any change in any law, regulation or official directive which may have a material adverse effect on MIDF Investment, the Transactional Services or any amendments, additions, modifications, variations whatsoever of the same; and
  - (d) any breach by the Client of any of the Client's representations, warranties and obligations herein and/or pursuant to the Terms herein or any amendments, additions, modifications, variations whatsoever of the same.

- 26.3 This indemnity shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of any or all the Client's Account(s) with MIDF Investment and shall be binding upon the personal representatives, successors-in-title and permitted assigns of the Client.

## **27. FORCE MAJEURE**

- 27.1 MIDF Investment shall not be liable to the Client for any claims, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance or non-performance of any of its obligations under the Form and/or the Terms or any part thereof or any other agreement with the Client by reason of any cause beyond MIDF Investment's control or any event of force majeure, including, but not limited to, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, expropriation, currency restrictions, the failure of any Exchange, market or clearing house or the failure of any relevant correspondent or other agent for any reason to perform its obligations, war, nationalisation, terrorism, insurrection, revolution, hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God such as fire, flood, storm, explosion, frost, tsunami, earthquake, typhoon, tornado or landslide.

- 27.2 The Client agrees that any and all Securities/Shariah-Compliant Securities documents and/or other property hereafter deposited with or held by MIDF Investment, whether held by MIDF Investment themselves or their respective authorised third parties, are at the Client's sole risk as regards to loss, destruction or damage.

## **28. NO WAIVER AND CUMULATIVE RIGHTS**

- 28.1 No failure or delay on the part of MIDF Investment in exercising or omission of MIDF Investment to exercise any right, power, privilege discretion or remedy occurring to MIDF Investment under these Terms upon any default on the Client's part shall impair any such right, power, privilege, discretion or remedy be constructed a waiver thereof or an acquiescence in such default, or shall action by MIDF Investment in respect of any default or any acquiescence in such default affect or impact any right, power, privilege, discretion or remedy of MIDF Investment in respect of any other or subsequent default.

- 28.2 The rights and remedies provided by the Form and/or the Terms are cumulative, and are not exclusive of any rights or remedies of the parties provided at law.

## **29. SEVERABILITY**

- 29.1 Any term, condition, stipulation, provision, covenant or undertaking in the Form and/or the Terms which is illegal, void, voidable, prohibited or unenforceable for any reason whatsoever shall be ineffective to the extent of such illegality, voidness, voidability, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, voidability, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

## **30. DISCLOSURE OF INFORMATION**

- 30.1 The Client hereby permits and authorizes MIDF Investment to disclose the Client's information (including but not

limited to information relating to the Client's Transactions and the Client's Account(s) to the following parties, whether situated in or outside Malaysia :

- (a) MIDF Investment's related and associated companies, affiliates and their directors, officers and employees (including Salaried Dealer's Representatives, Trading Representatives and Trading Clerks);
- (b) MIDF Investment's advisers and consultants (including but not limited to accountants, auditors, lawyers, financial advisers or other professional advisers or consultants)
- (c) MIDF Investment's duly appointed service providers agents or contractors including but not limited to Commissioned Dealer's Representatives, Marketing Representatives, Trading Representatives, Trading Clerks, debt collection agencies, direct mailers, parties that assist MIDF Investment in processing and/or otherwise fulfilling the Transactional Services the Client has subscribed for;
- (d) any third party as a result of any restructuring of facilities granted to the Client or the sale of debts, or the acquisition or sale of any company by MIDF Investment;
- (e) any person (including the Client's guarantor and security provider) connected to the enforcement or preservation of any of MIDF Investment's rights under the Terms herein;
- (f) any rating agencies, credit reporting agencies or other reference check agencies;
- (g) regulatory bodies such as Bursa Securities, SC, BNM, clearing house and other regulatory bodies (including their respective related and associated companies and affiliates) which have oversight over MIDF Investment or MIDF Investment's business activities;
- (h) foreign regulatory authorities, law enforcement agencies and their related or associated companies whether or not for investigation purposes or otherwise;
- (i) foreign brokers through whom MIDF Investment may place orders in respect of the Client's trading in Shariah-Compliant Foreign Securities quoted outside Malaysia;
- (j) any other parties to whom such disclosure is required by local or foreign Laws or Rules or pursuant to a court order;
- (k) next of kin of a deceased Client/the solicitors acting for the next of kin intending to apply for a court order for a deceased Client;
- (l) the administrator/executor/beneficiary of a deceased Client who had applied for a court order in respect of the deceased Client and to the solicitors acting for them;
- (m) official assignees of a bankrupt Client;
- (n) any party which in the future may express intention to acquire any interest/shareholding in MIDF Investment pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between MIDF Investment and such parties; and
- (o) any other parties that MIDF Investment deems necessary or proper.

30.2 The Client further agrees to disclose and furnish to MIDF Investment any information required or deemed necessary and to the satisfaction of MIDF Investment in a timely manner within the period specified by MIDF Investment, whether or not for purposes of complying with any applicable Laws, Rules or any directions given, request made or policies established by MIDF Investment. Without prejudice to any provision herein, the Client agrees that MIDF Investment shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by MIDF Investment has not been provided by the Client.

30.3 The Client hereby expressly consents to MIDF Investment disclosing the Client's personal information (including releasing documents relating to the Client's Islamic Trading Account(s) and any other Accounts that the Client may maintain with MIDF Investment from time to time in future) in accordance to Clause 30.1 above and that the Client further agrees that the consent given herein shall subsist despite the subsequent closure of the Client's Account(s) with MIDF Investment.

30.4 To such extent as possible and subject always to relevant law, MIDF Investment will ensure that the receiving parties identified in Clause 30.1 are subject to similar personal data protection measures. Notwithstanding the aforementioned, MIDF Investment will not be liable to the Client or any other third party for wrongful disclosure of Applicant's Personal Information to any other persons.

30.5 Pursuant to the requirements of the Personal Data Protection Act 2010, MIDF Investment is required to obtain the Client's consent for the processing of Client's personal data. Therefore, the Client hereby consents to MIDF Investment's processing of the Client's personal data which the Client may provide to MIDF Investment now and from time to time in connection with the services herein provided by MIDF Investment to Client. The Client hereby confirms that the Client has read, understood and agrees to be bound by Malaysian Industrial Development Finance Berhad's Privacy Notice (which is available at [www.midf.com.my](http://www.midf.com.my)) ("Privacy Notice") and the clauses herein, as may relate to the processing of the Client's personal information. For the avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into the Terms herein.

In the event the Client provides personal and financial information relating to third parties, including information relating to the Client's next-of-kin, individual guarantors and dependents (where the Client is an individual) or information relating to the Client's directors, individual shareholders, officers, individual guarantors and security

providers (where the Client is a corporation), for the purpose of opening or operating an Account(s) with MIDF Investment, the Client:-

- (a) represents, warrants and confirms that the Client has obtained the third parties' consents or is otherwise entitled to provide this information to MIDF Investment and for MIDF Investment to use it in accordance with the Terms herein, the provision of MIDF Investment's service and the continuing operation of the Client's Account(s);
- (b) agrees to ensure that the personal and financial information of the said third parties is accurate;
- (c) agrees to update MIDF Investment in writing in the event of any change to the said personal and financial information; and
- (d) agrees to MIDF Investment's right to terminate the Terms herein should such consent be withdrawn by any of the said third parties.

30.6 The Client further agrees for MIDF Investment and the credit reporting agencies to obtain and/or disclose any Credit Information (as defined under the Credit Reporting Agencies Act 2010) relating to the Client, its directors and shareholders (if the Client is a corporation), the Client's security provider(s) and/ or any other third party ("Data Subjects"), from and/or to the credit reporting agencies, BNM or any source deemed appropriate, for the purpose including but not limited to the opening of the Client's Account, credit assessments on the Data Subjects, Client's Account monitoring and review, debt recovery and any other purposes for the maintenance of the Client's Account with MIDF Investment. MIDF Investment may also share information about the Client and how Client manages its Account(s) with relevant credit reporting/reference agencies.

30.7 Without derogation to anything herein provided in Clause 30 and specifically with respect to individual Clients, even after the Client has provided MIDF Investment with any information, the Client will have the option to withdraw the consent given earlier. In such instances, MIDF Investment will have the right to not provide or to discontinue the provision of any product, Transactional Services, Account(s) and/or facility(ies) that is/are linked with such information.

30.8 Without derogation to anything herein provided in Clause 30 and specifically with respect to corporate Clients, in the event that the said consent or authority referred to in Clause 30.5 above is subsequently revoked by any of the said third parties, the Client agrees that MIDF Investment shall have the absolute right to terminate the Terms herein or close the Account(s) for which the consents of such third parties are related to or are required for carrying on of any Transactional Services herein by MIDF Investment.

### **31. TERMS TO PREVAIL**

31.1 In the event that the Terms (or any supplements thereto) conflicts with any other document executed in relation to the Account(s), these Terms (as supplemented) shall prevail.

### **32. ILLEGAL PURPOSES**

32.1 The Client represents warrants and undertakes to MIDF Investment that it has not and that it will not make use of the Transactional Services to be provided by MIDF Investment to the Client for any illegal or improper purposes (including for purposes of effecting money-laundering operations).

### **33. RECONSTRUCTION AND SUCCESSORS IN TITLE**

33.1 The rights and obligations created by the Form and/or the Terms shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in the constitution of MIDF Investment or of any company by which the business of MIDF Investment may for the time being be carried on and shall be binding upon and inure for the benefit of the Client's heirs, successors, executors, administrators, personal representatives or permitted assigns and MIDF Investment's successors-in-title or assigns.

### **34. ASSIGNABILITY**

34.1 The Client shall not charge, assign or transfer all or any of the Client's rights, title, interest or obligations hereunder or under any Account or these Terms without the prior written consent of MIDF Investment.

34.2 MIDF Investment may assign or transfer any or all of its rights, title, interest and obligations hereunder or under any Account to any person MIDF Investment deems fit, or change the office through which any transaction is booked, or through which MIDF Investment makes or receives payments or deliveries for the purpose of any transaction.

34.3 These Terms shall be binding on the Client and the Client's successors in title, permitted assigns, heirs, executors, administrators, personal representatives, receivers and trustees in bankruptcy. These Terms shall also continue to be binding on and survive the Client notwithstanding any change in the Client's name, constitution or business/organisation or the name or constitution of MIDF Investment, or the consolidation, amalgamation or

otherwise of the Client into or with any other entity, or the consolidation, amalgamation or otherwise of MIDF Investment into or with any other entity (in which case the Terms shall be binding on the successor entity).

**35. TIME SHALL BE OF THE ESSENCE**

35.1 Time unless specifically mentioned otherwise shall be of the essence.

**36. NON-EXCLUSIVITY**

36.1 Nothing herein shall prevent:

- (a) MIDF Investment or any of its subsidiaries or associate companies from acting in any other capacity whatsoever for any other company or body or persons on such Terms as it may arrange and MIDF Investment shall not be deemed to be affected with notice of or to be under any duty to disclose to the Client any act or thing which may come to their knowledge or any such subsidiary or associate or any of their servants or agents in the course of so doing or in any manner whatsoever.
- (b) MIDF Investment, or any subsidiary or associate of MIDF Investment from contracting or entering into any financial, banking, commercial, advisory or other transaction with any company or body any of whose shares, stocks or sukuks shall for the time being form part of the Shariah-Compliant Securities held for and on behalf of the Client or from being interested in any such contract or transaction and neither MIDF Investment nor any such subsidiary or associate shall be liable to account to the Client for any profits or benefit made or derived by or in connection with any such contract transaction or dealing.

**37. UNCLAIMED PROPERTY**

37.1 If there are any monies or Shariah-Compliant Securities (generally to be hereafter referred to as "Property") in the Client's Account(s) which is unclaimed by the Client seven (7) years after MIDF Investment receives such Property and MIDF Investment determines in good faith that it is not able to trace and/or contact the Client, the Client hereby agrees that:

- (a) during the seven (7) years in which MIDF Investment holds the Property, and to the extent permitted by law, for each subsequent year after the seventh (7<sup>th</sup>) year in which MIDF Investment holds the Property, MIDF Investment shall be entitled to charge a fee in respect thereof, in such amount as MIDF Investment may determine in its absolute discretion, which fee shall immediately be an amount due to MIDF Investment. The Client agrees that such fees shall be applied against the Property where possible, or, at MIDF Investment's sole and absolute discretion, against such other monies or Shariah-Compliant Securities in MIDF Investment's custody or standing to the credit of any of the Client's Accounts with MIDF Investment, and accordingly, the Property, monies or Shariah-Compliant Securities (as the case may be) shall be reduced by an amount equal to such fees; and
- (b) MIDF Investment may, at its sole discretion and to the extent permitted by law, appropriate to itself all Property then standing to the credit of the Accounts together with such Property as may from time to time continue to accrue to those Accounts (whether by way of dividends, profit or otherwise).

**38. GOVERNING LAW**

38.1 The Terms herein shall be governed by and construed in accordance with the laws of Malaysia and the Client hereby irrevocably agrees to submit the non-exclusive jurisdiction of the courts of Malaysia and waive any objection to any legal actions or proceedings arising out of or in connection with the Form and/or the Terms in any court on the grounds that such action or proceedings have been brought in an inconvenient or improper forum.

**39. INDULGENCE**

39.1 The liability of the Client hereunder shall not be impaired or discharged by reason of the fact that any person is or has become in any way, whether with or without the acceptance of MIDF Investment, liable to pay any of the monies owing by the Client hereunder or by reason of any time or other indulgence being granted by or with the consent of MIDF Investment to any such person or by reason of any arrangement being entered into or composition accepted by MIDF Investment modifying the operation of law or otherwise the rights and remedies of MIDF Investment under these Terms.

**40. ENTIRE AGREEMENT AND AMENDMENTS**

40.1 The Terms herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

40.2 The Client acknowledges and agrees that the Client will always abide by all Terms imposed by MIDF Investment relating to the services extended to the Client herein and the Client's Account(s) and that MIDF Investment may at any time and from time to time impose, amend, modify, supplement and/or vary such other Terms in MIDF Investment's

sole and absolute discretion through any one or more of the following means:

- (a) notice in the notice board/any conspicuous section of MIDF Investment's office;
- (b) notice in MIDF Investment's Website;
- (c) notice in the periodic statement of account sent to the Client;
- (d) notice in the e-mail to the Client; and/or
- (e) notice by any other means as the MIDF Investment deems fit.

By the Client continuing to trade or give any order(s) for trade subsequent to the effective date of such notice or continuing to maintain the Client's Account(s) with MIDF Investment, the Client shall be deemed to have agreed to and accepted the new or amended, modified, supplemented and/or varied Terms imposed by MIDF Investment whereof these provisions shall be binding upon the Client from the date of posting. The relevant provisions of these Terms shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modifications, supplements and/or variations had been incorporated in and had formed part of the Terms at the time of execution hereof.

40.3 In the event of any inconsistency between Terms applicable generally and the specific accounts or services, the provisions which on interpretation are most favourable to MIDF Investment shall prevail.

40.4 The Client hereby agrees that Terms are in accordance with Shariah principle as approved by Shariah Advisory Council or Shariah Adviser. The parties also agree that any dispute arises concerning Shariah matter shall be referred to the Shariah Advisory Council for ruling, and such ruling shall bind the parties.

#### 41 RECLASSIFICATION OF SHARIAH-COMPLIANT SECURITIES

41.1 The Client acknowledges that, pursuant to Shariah principle, when the Securities possessed by the Client are reclassified from Shariah-Compliant Securities to Shariah non-compliant Securities ("**Reclassification of Shariah-Compliant Securities**") due to factors such as changes in the companies' business operations and financial positions of the listed company, the Client shall immediately sell the Shariah non-compliant Securities if the market price exceeds or is equivalent to the Client's investment cost. Any dividends received up to the date of announcement of the Reclassification of Shariah-Compliant Securities and/or any capital gains arising from the disposal of Shariah non-compliant Securities on the date of announcement can be kept by the Client. However, any dividends received and excess capital gains arising from the disposal of Shariah non-compliant Securities after the date of announcement should be channelled to *Baitulmal* and/or charitable bodies. The Client understands that holding the investment in the Shariah non-compliant Securities is allowed if the market price of the said Shariah non-compliant Securities is below its investment cost. The Client is permitted to keep the dividends received during the holding period until such time when the total amount of dividends received and the market value of the Shariah non-compliant Securities held is equivalent to the investment cost.

41.2 The Client acknowledges and agrees that in the event of Reclassification of Shariah-Compliant Securities, MIDF Investment will not allocate any trading credit limit on the Shariah non-compliant Securities pledged and the Client agrees to settle the sums owed relating to the Shariah non-compliant Securities.