HONG LEONG INVESTMENT BANK BERHAD (10209-W)

Level 7 Menara HLA
No. 3 Jalan Kia Peng
50450 Kuala Lumpur

DIRECT MARKET ACCESS AGREEMENT

This Agreement is made on the day and year stated in Section 1 of Schedule 1 annexed hereto between: -

(1)   **HONG LEONG INVESTMENT BANK BERHAD (Company No. :10209-W)** ("the Broker") a licensed futures broker under the Capital Markets & Services Act 2007 whose address is at Level 8, Menara HLA, No. 3 Jalan Kia Peng, 50450 Kuala Lumpur.

(2)   the person/company ("**the Client**") whose name and address is set out in Section 2 of Schedule 1.

WHEREAS:

HLIB agrees to provide, and the Client agrees to access, the automated execution system maintained by HLIB (the "**System**") and any financial data, market and/or business information provided via the System (the "**Information**") upon the following terms and conditions.

IT IS HEREBY AGREED as follows:

1.   Definitions and Interpretation:

1.1   In this Agreement, including the Schedule hereto, the following words shall have the meaning hereby assigned to them except where the context otherwise requires:-

"Act"	the Capital Market & Services Act 2007 as may be amended from time to time and includes any regulations made thereunder;
"Agreement"	means this Agreement as renewed, amended or supplemented from time to time;
"Client Agreement"	means the agreement dated [ ] executed between HLIB and the Client in respect of trading of futures contract;
"Commencement Date"	means the date of this Agreement;
"Exchange"	Bursa Malaysia Derivatives Berhad and any other exchange market or association of dealers in any part of the world on which Assets are bought and sold and which has been approved or is approved from time to time by relevant authority in accordance with the Act;
"Information"	means any financial data, market and/or business information provided via the Software or the System from time to time;
"Laws and Rules"	means the statutes, laws, rules, regulations, directives, guidelines and/or circulars as may be prescribed from time to time applicable to the use of the System, Software and Information and for trading on the Exchange whether issued by HLIB, the governmental, regulatory or self regulatory body, including but not limited to the securities laws, trading rules and other relevant rules of the Exchange;
"Software"	means collectively the related software (if any) and accompanying documentation to the System; and
"System"	means the automated execution system maintained by HLIB.

1.2   In this Agreement, unless the context otherwise specifies:-

(i)   words denoting the singular number shall include the plural and vice versa;

(ii)   words denoting the masculine gender include the feminine gender and neuter genders and vice versa;

(iii)   the words "herein", "hereof", "hereunder", "hereto" and other word of similar import shall refer to this Agreement as a whole and not to any particular provision; and

(iv)   the Schedules hereto shall form an integral part of this Agreement and shall be taken, read and construed as an essential part hereof.

2.   Supplemental Terms and Conditions

2.1   This Agreement is supplemental to the Client Agreement in force between HLIB and the Client. In the event of inconsistency, the provisions of the Client Agreement shall be subordinate to the more specific provisions of this Agreement.

3. Licence to Access and Use the System, Software and Information

3.1   With effect from the Commencement Date, HLIB hereby grants to the Client a personal, limited, revocable, non-exclusive, non-transferable licence to access and use the System, Software and Information pursuant to the terms of this Agreement. The right of the Client to use the System, Software and Information is limited to use for the purpose of receiving and viewing Information, and transmitting orders for execution.

3.2   The Client shall comply with all notices and guidelines pertaining to the use of and access to the System, Software and Information, including any security measures in respect thereof as may be issued by HLIB from time to time to the Client through the System or such other method of notification as HLIB shall deem fit (which may include notification by way of email).

3.3   The Client shall not copy, license, sell, transfer, make available, or otherwise distribute the System, Software, or any Information to any other entity or person.

3.4   The Client shall not transmit any information through the System or the Software which it knows or have reason to suspect contains any viruses or damaging components which may detrimentally interfere with the System or the Software.

3.5   Certain of the Information is provided by third parties. If any of the Information ceases to be furnished by any third party vendors, or is furnished in a manner which is not compatible with the System or the Software, HLIB may remove as much Information as is affected, without advance notice, without incurring any liability to the Client, and without any change to any of the Client's payment or other obligations. Further, HLIB may modify, amend, alter, update, supplement, upgrade or replace the Software (which, among other things, determines the functionality and appearance of some or all of the System's features) from time to time, in whole or in part, without any notice (except for material changes to functionality as reasonably practical), without incurring any liability to the Client, and without any waiver to any of the Client's payment or other obligations. HLIB shall not be liable if such modification, amendment, alteration, update, supplement, upgrade or replacement prevents the Client from accessing the System. The Client acknowledges and agrees that its use of the System or the Software after any modification, amendment, alteration, update, supplement, upgrade or replacement shall constitute acceptance by the Client of such modification, amendment, alteration, update, supplement or replacement.

3.6   HLIB shall be entitled at any time, at its sole discretion and without prior notice, to temporarily suspend the System or Information for updating, maintenance and upgrading purposes, or any other purpose whatsoever that HLIB deems fit, and in such an event, HLIB shall not be liable for any losses or any liability which may be incurred as a result.

4. Ownership of the System, Software, and Information

4.1   The Client acknowledges and agrees that the System and Software are the exclusive property of HLIBand/or its licensors, and that the Information is the exclusive property of HLIB and/or its licensors or such licensor's third party vendors or their suppliers, and HLIB, its licensor and such third party vendors and their suppliers retain all proprietary right, title, and interest, including, without limitation, copyright, in the Information.

4.2   The Client shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the System, Software, or Information.

4.3   The trade marks, service marks and logo (the "**Trade Marks**") used and displayed on or through the System or the Software are registered or pending registration Trade Marks of HLIB, its affiliates, licensors, service providers or other third parties. Nothing in this Agreement, the System or the Software should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks displayed on or through the System or the Software without the written permission of HLIB or other applicable Trade Mark owner.

5. User Names and Passwords; Unauthorized Use

5.1   The Client will receive a user name and password from HLIB through which the Client may access and use the System, Software, and Information.

5.2   The Client shall keep the user name and password provided by HLIB confidential, and shall not disclose it to anyone else, publish it, or allow anyone else to use it.

5.3   The Client shall be solely responsible for all orders transmitted through its user name and password assigned by HLIB to the Client, whether it is transmitted by the Client or any other person or entity gaining access to the System or the Software via the Client's user name and password. In this respect, the Client shall indemnify, defend and hold harmless HLIB its employees, officers, directors, agents, successors and assigns, (collectively, the "indemnified parties"), from and against, any and all liabilities, obligations, damages, deficiencies, losses, costs and expenses, incurred based on any claim, inquiry, investigation, demand, proceeding, suit and/or action to which any indemnified party may become subject, resulting from or arising out of or in connection with the transmission of orders or use of the System, Software and Information whether by the Client or unauthorized entities or persons using the Client's user name and password.

5.4   The Client agrees to notify HLIB immediately and in writing if it has reason to believe that unauthorized entities or persons may have obtained access to the Client's user name and password, and the Client shall use its best efforts to stop any such use, as well as any unauthorized copying or distribution of the Software or the System or the Information.

5.5   Notwithstanding anything to the contrary, HLIB may, at its sole discretion, deny the Client access to the System or the software and disable the user name and/or password associated with the Client for any reason, including without limitation, if HLIB believes that the Client has violated or acted inconsistently with the terms of this Agreement.

6.   Pre-trade Filters

6.1   HLIB shall be entitled to incorporate pre-trade filters (which shall include but is not limited to position or transaction limits) in the System whereby orders created by the Client shall be tested based on a set of criteria or filter parameters to determine whether the orders should be allowed to be entered into the System and eventually passed through to the Exchange and if not, to activate the appropriate exception handling actions at its sole discretion including but not limited to (i) reject the order outright, (ii) pass the order to a dealer for review or (iii) pass the order into the market but identified as an exception for subsequent analysis.

6.2   The Client acknowledges and agrees that its orders would be subject to such pre-trade filters which shall be determined by HLIB in its sole discretion and may be amended by HLIB from time to time.

7.   Equipment and Internet Access

7.1   The Client is responsible for obtaining and maintaining, at the Client's cost and risk, the necessary and compatible computer equipment, software and Internet access required to enable the Client to access and use the System, Software, and Information. If at any time during the continuance of this Agreement, new or different versions of software, hardware and/or equipment is required by HLIB for access to and use of the System, Software and Information, the Client shall upgrade the relevant software, hardware and/or equipment, or use the enhanced version of the same, as required by HLIB at the Client's cost failing which the Client may not be able to obtain access to the System, Software and Information or all features or services available thereby and HLIB shall not be held liable as a result thereof or shall not be liable for any loss or damage suffered by the Client.

7.2   The Client shall not use any software or material that contains a virus or damaging component which may corrupt or interfere with the operations of the System or Software.

8.   Notice of Material Events

8.1   The Client shall notify HLIB in writing immediately: (i) if any difficulty or unusual occurrence is being experienced with the Software, System or Information; or (ii) upon the occurrence of any material change in its business activities or financial condition that could affect the Client's ability to settle a trade, or otherwise satisfy its obligations under this Agreement.

8.2   The Client shall immediately inform HLIB of the occurrence of any of the following events: (i) a name change; (ii) a change in control/shareholding; or (iii) a change in business structure, business mix, or lines of business. The Client shall provide immediate written notice to HLIB in the event of any voluntary or involuntary filing by or against the Client under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect.

9.   Additional Acknowledgements, Representations and Warranties By The Client

9.1   The Client hereby represents, warrants and covenants that:

(i)   its use of the System, Software, and Information will comply with all applicable Laws and Rules. The Client shall be responsible for all violations of the Laws and Rules arising from or relating to its use of the System, Software or Information, irrespective of any electronic or other control procedures put in place by HLIB that may be designed to, or capable of, detecting or notifying the Client of any such breach

(ii)   it has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder and hereby assumed by it, and that this Agreement has been validly authorised, executed and delivered by it, and that the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on and enforceable against it in accordance with their terms.

9.2   The Client hereby further represents, warrants and covenants that it has sufficient and appropriate knowledge of the System and Software, and are well-informed to trade unaided by dealers.

9.3   The Client agrees to cooperate with and provide all reasonable assistance to HLIB its licensors, affiliates, any Exchange, regulator and/or other authorities in the event of an enquiry, audit, investigation, or compliance review.

10.   Fees; Payment

10.1   The Client shall pay :

(i)   the fees, costs, charges and expenses ("**the Fees**") in connection with the use and access to the System, Software and Information as may be prescribed by HLIB from time to time, at all times and in the manner as may be stipulated by HLIB from time to time;

(ii)   all legal fees, costs (including solicitors fees) and other expenses incurred by HLIB in collecting any overdue Fees from the Client and/or in the enforcement of HLIB rights and entitlements under this Agreement and/or for the recovery of the monies owing by the Client to HLIB;

(iii)   interest at prevailing rates as determined by HLIB on any amount overdue from the date it is due up to the date ofull payment

(iv)   all fees in connection with the preparation and the stamping of this Agreement.

10.2   HLIB reserves the right at any time and from time to time to impose the Fees or vary the rate of the Fees or vary the time and manner of payment of the Fees by giving the Client notice in advance. All fees shall be non-refundable. The Client authorises HLIB to debit the Client's account(s) with HLIB for all Fees and other amounts due and payable by the Client to HLIB

10.3   Access to the System, Software, and Information by the Client may be refused in the event HLIB does not receive full, non-conditional payment of all applicable Fees and other charges.

11.   Government Taxes and/or statutory/regulatory imposed charges, fees etc

(a)   For the purpose of this Clause :
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

(b)   The fees and/or all other monies to be paid by Client to Broker under these terms and conditions herein, including any amount representing reimbursements to be paid by Client to Broker, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

(c)   In the event Client is required by law to make any deduction or withholding from the fees and/or all other monies payable to Broker under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by Client in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by Broker is equal to that which Broker would otherwise have received had no deduction or withholding been required or made.

(d)   The Client shall in addition to the fees and/or all other monies payable, pay to Broker all applicable Tax at the relevant prevailing rate and/or such amount as is determined by Broker to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.

(e)   If at any time an adjustment is made or required to be made between Broker and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by Broker, a corresponding adjustment may at Broker's discretion be made as between Broker and Client and in such event, any payment necessary to give effect to the adjustment shall be made.

(f)   All Tax as shall be payable by the Client to Broker as herein provided shall be paid at such times and in such manner as shall be requested by the Broker, failing which the Client shall pay to the Broker interest at the rate of ten percentum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.

(g)   The Client hereby agrees to do all things reasonably requested by Broker to assist Broker in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to Broker in assisting Broker in complying with its obligations under the relevant laws.

(h)   The Client shall indemnify Broker and shall hold Broker harmless from any liability arising as a result of any breach of obligation on the part of the Client to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in these terms and conditions herein requires Broker to pay any amount of fine, penalty, interest or other amount for which the Client is liable for.

(i)   For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions herein has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

12.   Order Execution; Settlement of Transactions

12.1   Notwithstanding any other provision in this Agreement, HLIB reserves the right, in its sole discretion, and without prior notice to the Client, to reject, cancel or refuse to display, seek execution and/or seek to clear and settle any order for any reason. The Client acknowledges and agrees that: (i) the order entry does not guarantee order

execution; and (ii) if at any time the System or the Software blocks a market participant from access, the Client's order may be withdrawn.

12.2   Unless the Client receives confirmation of receipt from HLIB, instructions or orders sent through the System may not have been received by HLIB and accordingly, may not be carried out or processed.

12.3   The Client acknowledges that orders are directed solely by the Client (and not any third party on behalf of the Client) for execution and that, accordingly, HLIB does not undertake to the Client any independent obligation of best execution with respect to any order.

12.4   The Client acknowledges that: (1) orders may be delayed for many reasons and the price of a security at the time of order entry may not be the same as the price of such security at the time such order is executed; and (2) orders may not be cancelled prior to execution, even if the cancellation order is received prior to the time at which the order was to be executed.

12.5   Notwithstanding anything contained in this Agreement to the contrary, the Client agrees that it is the Client's absolute, unconditional, and unassignable obligation, in connection with each securities transaction effected by the Client through the System or the Software, to make and ensure timely delivery of the subject securities and/or funds.

12.6   The Client shall be responsible for all investment decisions made in connection with its orders. HLIB shall have no duty to inquire as to the authority, propriety, suitability, accuracy, correctness or completeness of any order made by the Client, and shall be entitled to rely upon any such order without inquiry or investigation. Without prejudice to the generality of the foregoing, the Client agrees and accepts that in respect of all transactions effected through the System or the Software, HLIB is not a party to the transaction, and HLIB is not and shall not be construed to be in any fiduciary relationship with the Client.

12.7   HLIB shall be entitled to act in compliance with any order of court, judgment or arbitral award served upon HLIB in relation to any transaction, without the approval of the Client or any party to the transaction. HLIB shall be entitled to act pursuant to any legal advice with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice.

12.8   Without prejudice to Clause 12.7, in the event of any disagreement between the Client and any party to a transaction or other person, and this results in adverse claims or demands being made against HLIB in connection with any transaction, or in the event that HLIB in good faith is in doubt as to what action should be taken hereunder, HLIB shall be entitled to refrain from taking any action or from allowing any transaction until HLIB shall have received:

(i)   a final non-appealable order of a court of competent jurisdiction on the relevant transaction; or
(ii)   a written agreement executed by the person(s) in dispute on the relevant transaction;

in which event HLIB may act in accordance with such order or agreement.

13.   No Warranties; Limitation of Liability; Indemnification

13.1   The System, Software, and Information, and any third party related goods and services provided under the terms of this Agreement are provided "as is", without warranty of any kind, express or implied, by HLIB or its affiliates, licensor, third party vendors or their suppliers, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, completeness, accuracy, reliability, availability, title, non-infringement, trade usage, course of dealing, course of performance and best execution. The entire risk as to the quality and performance of the System, Software, and Information, and any third party related goods and services provided under the terms of this Agreement are with the Client, and there is no guarantee that the System, Software, and Information, and any third party related goods and services provided under the terms of this Agreement will meet the Client's requirements, be error free or operate without interruption or that any identified defect will be corrected. Further no warranty is given that the System, Software and Information is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. Neither HLIB nor its affiliates, licensor, third party vendors or their suppliers shall have any responsibility to maintain the System or Software or to supply any corrections, updates or releases in connection therewith. The Client acknowledges that the Information is not intended to be and shall not be construed as financial, tax or other advice or as an offer, solicitation or recommendation of any orders or other securities transactions by or through the System.

13.2   HLIB does not warrant the security of any information transmitted by the Client or to the Client through the System and the Client acknowledges, and accepts, the risk that any information transmitted or received through the System may be accessed by unauthorized third parties.

13.3   The Client agrees that neither HLIB nor its affiliates, licensor, third party vendors or their suppliers shall be liable to any entity or person including, without limitation, the Client or any third party, for any trading losses, inaccurate distributions, lost revenues, lost profits, loss of business or information, loss of use, loss of costs or other savings, or any direct, incidental, indirect, consequential, special or punitive damages suffered, or costs or expenses incurred, by any entity or person, of any kind or nature, or from any cause whatsoever, including changes to obligations under any applicable laws, rules, orders or regulations, arising out of or relating to the furnishing, performance, maintenance of, use of or inability to use any of the System, Software, and Information, or any third party related goods and services provided under the terms of this Agreement, including such damages arising out of or related to any breach of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, whether or not foreseeable, even if HLIB or its affiliates, licensor, third party vendors or their suppliers have been advised or were aware of the possibility of such loss or damage.

13.4 The Client hereby acknowledges and aggress that the use of and access to the System, Software and Information is at the Client's own risk. The Client shall indemnify, defend and hold harmless HLIB and its affiliates, its and their employees, officers, directors, agents, successors and assigns, licensor, third party vendors or their suppliers, and each other entity or person on the contra side of any executed trade (collectively, the "**indemnified parties**"), from and against, any and all liabilities, obligations, damages, deficiencies, losses, costs and expenses, whether direct, incidental, indirect, consequential and/or special in nature, including reasonable attorneys' fees and other expenses incurred in the investigation and defense of any claim, inquiry, investigation, demand, proceeding, suit and/or action to which any indemnified party may become subject, (collectively, a "**claim**") resulting from or arising out of or in connection with the use by the Client of the System, Software, or Information, or any third party related goods and services provided under the terms of this Agreement, except to the extent that any such claim, as finally determined by a court of competent jurisdiction, was caused solely and directly by the gross negligence, willful misconduct or fraud of HLIB or any of the other indemnified parties.

13.5 The Client shall indemnify, defend and hold harmless HLIB from and against all liabilities, obligations, damages, deficiencies, losses, costs and expenses, whether direct, incidental, indirect, consequential and/or special in nature, including reasonable attorneys' fees and other expenses incurred in the investigation and defense of any claim, inquiry, investigation, demand, proceeding, suit and/or action to which HLIB may become subject, resulting from or arising out of or in connection with any viruses and other malicious, destructive or corrupting code, program or macros, Trojan Horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorized access that have been introduced by the Client or which affects or causes the System, Software and/or HLIB hardware, software and/or other automated systems to fail or malfunction.

13.6 The client shall indemnify, defend and hold harmless Bursa Malaysia Derivatives Berhad ("BMDB") and Bursa Malaysia Berhad ("BMB") (including its related companies, directors, connected parties and/or their employees) make no representation and/or warranty, express or implied or statutory, in respect of the BMDB's derivatives order management system services, including the internet access facility ("OMS Services").

In no event shall BMDB and/or BMD be liable for any claim or demand, whatsoever and howsoever arising, in relation to the OMS Services, save in the case of fraud and willful default by BMDB or BMB. For the avoidance of doubt, BMDB and/or BMB shall nit be liable for any losses or damages caused as a result of any inability to trade or curtailment of any trading opportunities howsoever arising, including, but not limited to, the failure, malfunction and/or breakdown of the OMS services.

13.7 The data or information relating to any Client account provided by HLIB via the System may not be conclusive as to the latest current balance as deposits, withdrawals, buy/sell orders may be made without the relevant entries being made before the data or information is provided. The said data or information is therefore not binding.

14. Termination

14.1 The Client's licence to access and use the System, Software and Information shall continue until HLIB terminates it or the Client notifies HLIB of its decision to terminate in accordance with this Agreement.

14.2 HLIB may, in its sole discretion, discontinue the Client's right to access and use the System, Software and Information, or any part thereof, and/or terminate this Agreement, without giving any reasons, at any time by giving notice in writing.

14.3 Any discontinuance or termination under this Agreement by HLIB shall be without prejudice to any other rights or remedies which HLIB may be entitled to under this Agreement. Further HLIB shall not incur any liabilities in respect thereof, in particular, HLIB shall not be liable to the Client for any claims, losses or anticipated profits which may be suffered by the Client as a result thereof.

14.4 The Client may discontinue its access and use of the System, Software and Information, or any part thereof, and/or terminate this Agreement, by giving one (1) month's prior written notice to HLIB.

14.5 Clauses 3.3, 4, 5.3, 5.4, 10, 13, 15, and 17 of this Agreement shall survive any termination, cancellation, replacement, expiration, modification, rejection or cessation of effectiveness of this Agreement.

15. Third Party Beneficiaries

15.1 The Client's obligations set forth in this Agreement with regard to the System, Software and Information are also for the benefit of the third parties who provide the System, Software, and Information to HLIB, each of which shall have the right to enforce its rights under this Agreement directly and on its own behalf. Except as provided in this Clause and Clause 12, this Agreement is not intended to confer any benefits or rights on any counterparties or other persons not expressly made parties hereto.

16. Amendment

16.1 HLIB may at any time amend any provision of this Agreement by giving notice to the Client through the System or such other method of notification as HLIB shall deem fit (which may include notification by way of email). The Client agrees that notification of such amendments as aforementioned shall be sufficient notice for the purpose of this Clause. If the Client does not accept any amendments, the Client shall cease all access and/or use of the System. The Client's continued use and/or access shall constitute the Client's affirmative acknowledgment and agreement to abide and be bound by such amendments.

17. **Miscellaneous**

17.1 **Equitable Relief**. The Client acknowledges and agrees that any breach of any of the terms, conditions, or provisions of Clauses 4 and 17.2 will result in irreparable injury to HLIB and/or its affiliates, licensors, and third party vendors for which money damages could not adequately compensate. If there is a breach of these Clauses by the Client or any entity or person gaining access to the System, Software, or Information via the Client's user name and password, then HLIB shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all entities or people involved from continuing the breach. The existence of any claim or cause of action which the Client or any other entity or person may have against HLIB shall not constitute a defence or bar to enforcement of any of the provisions of this Agreement.

17.2 **Assignment**. This Agreement may not be transferred or assigned by the Client without the prior written consent of HLIB. This Agreement, and all the terms hereof, will be binding upon the Client's successors and permitted assignees. HLIB may freely transfer or assign some or all of its rights and responsibilities under this Agreement.

17.3 **Disclosure**. The Client consents and authorizes HLIB and its officers, employees and agents to provide or disclose any information relating to the Client or to the Client's accounts opened and maintained by HLIB to :

(i) HLIB's holding companies and other subsidiaries and associates of its holding companies;

(ii) any regulatory authority or digital certification authority;

(iii) any electronic, computer, telecommunications service provider and/or network provider and/or any third party agent or sub-contractor engaged byHLIB for the provision of any aspect of the System, Software and Information from time to time; and

(iv) any other third party as HLIB may, in its discretion, deem fit.

17.4 **Foreign Legal Restrictions**. The Client acknowledges and accepts that due to restrictions under the laws of some countries, the Client :

(i) may not be able to access or use the System, Software and/or Information from these countries;

(ii) may be infringing the laws of these countries when accessing the System, Software and/or Information from these countries; or

(iii) may be prevented by HLIB from accessing or using some or all of the System, Software and/or Information in such countries as HLIB may determine in its sole discretion from time to time.

The Client acknowledges that it is the Client's duty to ascertain whether any laws will be infringed and will not hold HLIB liable for any infringement or inability to access or use some or all of the System, Software and/or Information.

17.5 **Notices**. Save as may be provided specifically elsewhere in this Agreement, all "Notices" are required to be given in writing, directed to the applicable individuals at the applicable address identified below, and shall be deemed to have been duly given at the time of transmission if delivered personally or by facsimile, or two (2) days after the date of posting if transmitted by post, or upon actual receipt by the addressee (whichever is earlier). All Notices shall be sent to the following address or to such other address as a party shall hereafter specify by prior Notice to the other party :

If to HLIB: HONG LEONG INVESTMENT BANK BERHAD
Address : Level 8 Menara HLA, No. 3 Jalan Kia Peng, 50450 Kuala Lumpur
Facsimile No. : 603-21618109

If to the Client: As listed in the application form for the Client or the Client Agreement or as may be amended in accordance with the Client Agreement (or if no longer a valid person or address, to an officer/partner/principal of the Client at the last billing address used by HLIB)

17.6 **Delegation**. HLIB reserves the right to use any agents or service providers on such terms as it thinks appropriate in connection with the provision of access and use of the System, Software and/or Information.

17.7 **Waiver**. Any failure of a party to comply with any obligation herein may be expressly waived in writing by the other party hereto but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

17.8 **Force Majeure**. Neither HLIB nor any of its third party vendors shall be liable for any loss caused, directly or indirectly, by any delay or failure to perform its obligations hereunder so long as that delay or failure is the result of an event beyond its reasonable control, including, but not limited to, governmental acts or restrictions, work stoppages, fire, civil disobedience, riots, terrorist acts, rebellions, accidents, explosions, interruptions or imperfections in telephone or internet service, communications line or equipment failures, exchange or market rulings, extreme market volumes or volatility, suspensions in trading, satellite malfunctions, electrical disturbances, brown-outs or black-outs, floods, storms, earthquakes, acts of God and other similar occurrences beyond the reasonable control of HLIB or any of its third party vendors.

17.9 **Headings**. The headings of the Clauses and subclauses of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

17.10 **Severability**. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17.11 **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia and the parties hereby agree to submit to the non-exclusive jurisdiction of the courts in Malaysia.

17.12 **Entire Agreement**. This Agreement contains the entire understanding between the Client and HLIB with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings. Except as set forth in this Agreement, this Agreement shall not be modified or amended except in a writing signed by each of the parties hereto.

17.13 **Rights and Remedies**: The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy will affect or impair any such right or remedy.

17.14 **Confidentiality**: The Client shall keep confidential all information pertaining to the System, Software and Information at all times.

18. FATCA

18.1 Notwithstanding anything to the contrary herein contained:

(a) Any payment made by, or on behalf of HLIB (the "**Payor**") to, or for the benefit of, Client (the "**Payee**") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;

(b) If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and

(c) The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"**FATCA**" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current of future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

[Reminder of page has been intentionally left bank]

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year first above written.

Signed by (Client)   )
)
)
)
)
)

in the presence of (Witness) :-   )
)
)
)
)
)

Signed by (Authorised Personnel)   )
)
)
)
for and on behalf of   )
HONG LEONG INVESTMENT BANK BERHAD   )

In the presence of (Witness) :-   )
)
)
)
)
)