



CLSA SECURITIES DEALING SERVICES: MALAYSIA MARKET ANNEX

1. Definitions and Interpretation

- 1.1 In this Securities Dealing Services: Malaysia Market Annex, including the Schedule, capitalised terms have the meaning given to them in the "CLSA Asia-Pacific Terms of Business" (the "**Terms of Business**") and the Securities Dealing Services Annex. In addition, the following capitalised terms have the following meanings:

"**Bursa Securities**" means Bursa Malaysia Securities Berhad.

"**Bursa Depository**" means Bursa Depository Sdn. Bhd.

"**Powers of Attorney Act**" means the Powers of Attorney Act 1949 of the laws of Malaysia, as amended from time to time.

"**Rules of Bursa Securities**" means the Rules of Bursa Securities, regulations and procedures and manuals of Bursa Securities as issued and amended from time to time.

- 1.2 This Securities Dealing Services: Malaysia Market Annex is referred to herein as "this Annex".
- 1.3 References in this Annex to "we", "us" and "our" mean, unless the context otherwise requires, CLSA and where the context requires will also include any company in the CLSA Group, or persons connected with the CLSA Group.

2. Effect of Terms of Business; Amendment

- 2.1 This Annex shall apply to you if (a) you requested in your Application Form that we provide you with Securities Dealing Services and requested that such Securities Dealing Services be provided in respect of the Malaysia Market; or (b) we currently provide you with Securities Dealing Services in respect of the Malaysia Market.
- 2.2 The terms and conditions set out in this Annex shall apply to all Securities Dealing Services in the Malaysia Market provided by us to you in addition to, and supplemental to, the terms and conditions set out in the Terms of Business and in the Securities Dealing Services Annex. Accordingly, the terms and conditions in this Annex are legally binding and take effect when you signify your acceptance by placing an order for Securities in the Malaysia Market with us following your receipt of our Terms of Business, the Securities Dealing Services Annex and this Annex.

3. Compliance with the Market Requirements

- 3.1 Without limiting your obligations at all times to comply with the Market Requirements, you shall at all times comply with the provisions of the rules, regulations, by-laws, directives of Bursa Securities, Bursa Depository or other relevant authority and any subsequent rules and/or regulations, amendments or revisions that may be brought into force from time to time.

3.2 Without prejudice to Clause 6.4 of the Securities Dealing Services Annex, you shall, with the period stipulated by us (if any), provide us with all such information which we would reasonably require to ensure compliance with the requirements set out in the Market Requirements.

4. Acknowledgement and Confirmation

You have confirmed (whether in the Application Form or otherwise) that you acknowledge and confirm the terms and conditions that are applicable to the Services. You have acknowledged receipt of the Structured Warrants Risk Disclosure Statement (whether provided with the Application Form or otherwise) that the risk disclosure statements in the "Structured Warrants Risk Disclosure Statement Schedule" to this Annex are and have been fully explained to you in a language that you understand and that you have read and understood them. You also confirm that you understand that pursuant to Rule 5.15(8), you must disclose such information and documents relating to any dealings in securities as requested by Bursa Securities immediately.

5. Agency

In the event that you have disclosed to us in writing that you are acting for your clients and that you do not want to be treated as principal for your trades and, therefore, pursuant to Clause 3.6 of the Terms of Business the supplemental terms set out in the Agency Schedule to the Terms of Business apply to you, and you as agent for each Underlying Principal and on your own behalf, covenant to us that you will procure that each Underlying Principal shall execute all such documents as we may reasonably require prior to any transactions being effected for such Underlying Principal including, without limitation, the relevant forms in connection with the opening of a securities account with Bursa Depository, such information and documents, if any, required by Bursa Securities under Rule 5.15(8) of the Rules of Bursa Securities, the Structured Warrants Risk Disclosure Statement referred to in Clause 4 of this Annex and the written acknowledgement by the Underlying Principal agreeing, inter alia, to be bound by the terms and conditions prescribed in the Rules of Bursa Securities.

6. Anti-Money Laundering Act 2001

You warrant that all monies which will be paid to us shall come from a lawful source of activity and not unlawful activities (as defined under the Anti-Money Laundering Act 2001 of Malaysia, as may be amended from time to time).

7. Registration of Power of Attorney

You hereby acknowledge that all power(s) of attorney granted in our favour by you will be registered, as required pursuant to the Powers of Attorney Act, and all fees and expenses incurred in connection with the registration of such power(s) of attorney, shall be borne by you and until payment in full of such fees and expenses, such outstanding amount will be a debt due from you.

8. Process Agent

Notwithstanding Clause 2.2 of this Annex, the second sentence of Clause 25.16 of the Terms of Business shall not apply and that in the event the name of the process agent has not been provided in the Application Form where:-

- (a) you are not resident in Malaysia (in the case of an individual); or
- (b) you do not have a registered place of business in Malaysia (in the case of a corporation),

you shall as soon as practicable provide us with details of your local process agent who shall be authorised to receive on your behalf all notices and communications relating to legal proceedings instituted against or involving you, including any change in such appointment.

9. Short Selling

9.1 Without limitation to your obligations under the Terms of Business and the Securities Dealing Services Annex, for every transaction in Securities in the Malaysia Market, you will inform us if that trade is a short selling order prior to or at time of the order.

9.2 For every short selling order conducted through us, you confirm that you will make proper arrangements to cover the trade settlement including entering into an agreement with a Participating Organisation approved by Bursa Securities ("**Relevant PO**") to participate in securities borrowing and lending to borrow the approved class of securities to be short sold ("**Stock Agreement**"), and if applicable, that you have confirmation from your lender for the delivery of the trade. In addition, you acknowledge and agree that you will procure that a copy of the Stock Agreement, certified to be a true copy by the Relevant PO be provided to us before we execute any short selling order.

9.3 For the avoidance of any doubt, this Clause 10 and your short selling activities shall at all times be subject to Market Requirements including without limitation, rules, regulations, by-laws, current government policies, directives of Bursa Securities, Bursa Depository or other relevant authority and any subsequent rules and/or regulations, amendments or revisions that may be brought into force from time to time.

10. Personal Data Protection

10.1 You acknowledge that we may obtain information including personal data and sensitive personal data (as defined by the Personal Data Protection Act 2010) about any of your (or any of your Underlying Principals) directors, employees, officers or agents (collectively, "data subject"). You represent to us that (i) you have complied with and shall at all times comply with the Personal Data Protection Act 2010 (as supplemented and amended from time to time); and (ii) each such person is aware of and consents to the processing and use of such data (including the transfer of such data outside Malaysia).



- 10.2 You agree that we may disclose such information to an affiliated company or to professional and other advisers, agents or service providers wherever located in the world to the extent necessary for the provision of Services to you.

11. Miscellaneous

The second sentence in Clause 21.3 of the Terms of Business shall be amended to read "If they are dispatched by prepaid post, a Communication will be deemed given on the third day following its posting for local mail or, in the case a recipient address is in a country different from that in which the Communication is posted, the seventh day following its posting".

- End -

**Securities Dealing Services: Malaysia Market Annex
Structured Warrants Risk Disclosure Statement Schedule**

- (1) This statement is provided to you in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad ("Rules of Bursa Securities").
- (2) The purpose of this statement is to inform you that the risk of loss in purchasing structured warrants can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants you should be aware of the following:
 - (i) The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
 - (ii) In order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
 - (iii) Under certain conditions, it may become difficult to sell the structured warrants;
 - (iv) Upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;
 - (v) Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; and
 - (vi) The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gain.
- (3) This brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. You should therefore carefully study the terms and conditions of any structured warrant before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of a structured warrant, you should consult your broker.