

## **A. GENERAL**

- 1.1 For the avoidance of doubt the provisions and contents herein and the Trading Account Application Form shall continue to apply, bind and subsist notwithstanding the opening of any of the Client's Securities Trading Accounts and / or the utilisation of any facilities or services by the Client.
- 1.2 The Trading Account Application Form and all particulars, information and declaration in the Trading Account Application Form shall form an integral part of this Agreement. This Agreement shall also be deemed to include any terms or conditions relating to any matters addressed herein posted at the Company's website ("Website Terms") at [www.mplsonline.com.my](http://www.mplsonline.com.my) or such other website/internet address as may be designated by the Company from time to time ("Company's Website") (including but not limited to variations, amendments, modifications, supplements, substitution and replacement of the said terms and conditions made from time to time).

Any reference to this "Agreement" shall include the aforementioned Sections, the Trading Account Application Form and the Website Terms regardless of whether the Client has executed this Agreement or any other requisite document(s). The Client shall be deemed to have agreed to the terms set out in this Agreement and the terms shall be applicable and effective as soon as the Client utilises any of the facilities and/or services provided by the Company.

## **1. DEFINITIONS**

"Account(s)"	means the securities trading, collateralised, margin, cash and other account(s), maintained with MSSB.
"Application Form"	means this prescribed Account(s) opening application form executed by the Client to MSSB to establish the Account(s).
"CDS Account"	means the securities Account maintained pursuant to Rules of Depository.
"Client"	means such person or corporate body or company opening and/or having the Account(s) with MSSB.
"BMSB"	means Bursa Malaysia Securities Berhad.
"Legal Process"	means pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be served under the Rules of the Court, and/or under the Companies Act 1965.
"Depository"	means Bursa Malaysia Depository Sdn. Bhd.
"MSSB"	means Malacca Securities Sdn. Bhd. having its current place of business at No. 1, 3 & 5, Jalan PPM 9, Plaza Pandan Malim Business Park, Balai Panjang, 75250 Melaka or such other address as may be determined by MSSB.
"Clearing House"	means Bursa Malaysia Securities Clearing Sdn. Bhd.
"Securities"	means debentures, stocks and shares as well as all other instruments that are approved by Shariah Advisory Council of the Securities Commission as defined in the Securities Industry Act 1983, BMSB Rules and/or any other relevant legislation, rules and guidelines.
"Terms"	means the terms and conditions as set out in this Agreement and which may be amended by MSSB from time to time without notice.

- 1.1 Words importing the singular number shall include the plural number and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa.
- 1.2 All references herein to any Act, statute or regulation shall include any statutory modifications or re-enactment thereof.
- 1.3 Headings are provided for ease of reference only and shall not affect the interpretation or construction of these Terms.

## **2. COMPLIANCE WITH LAWS AND GUIDELINES**

- 2.1 The client shall abide by all laws, by-laws, regulations, rules, orders, directives, notices, requests prescribed by any regulators or any government agency (whether or not having the force of law) in any jurisdiction relating to : -
  - 2.1.1 the operation of the Client's Securities Trading Account(s) and to the Client's trading activities
  - 2.1.2 the provision of the Services ; and
  - 2.1.3 all matters related to the transactions contemplated herein ;  
including without limitation the rules of Bursa Malaysia Sdn Bhd, rules of Bursa Malaysia Depository Sdn Bhd, rules of Bursa Malaysia Clearing Sdn Bhd, the business rules of Bursa Malaysia Derivatives Berhad, Best Practices for Shariah Investing or any regulatory bodies and authorities and includes any additions, amendments or revisions that may from time to time be introduced and enforced.
- 2.2 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 MSSB.

### **3. CLIENT'S COVENANTS AND UNDERTAKINGS**

The Client shall:-

- 3.1 within twenty four (24) hours upon receipt of the contract notes, contra statements and/or any relevant documents whatsoever issued to the Client bring to the attention of MSSB any error or dispute to the said contract notes, contra statements and/or documents failing which the said contract notes, contra statement and/or documents shall be deemed correct.
- 3.2 make immediate payment to MSSB for the delivery of Securities purchased by the Client and/or on the Client's behalf when the same is due and unless evidenced by the official receipt from MSSB, no disputes or claims will be entertained.
- 3.3 pay any security deposit as required by MSSB in relation to the Account(s) including but without limitation deposit for purchase contracts made/transacted by the Client and/or on the Client's behalf.
- 3.4 disclose the availability of sufficient Securities as tradable balance for purposes of delivery upon giving instruction to execute a sell order.
- 3.5 to deliver to MSSB promptly any certificates (if any) and/or related valid transfer deeds or documents of title of Securities which MSSB has sold on the Client's behalf and/or ensure that the Client has the respective "free securities" in his CDS Account on Settlement Day which MSSB has sold on the Client's behalf failing which MSSB reserves the right to effect a "buy-in" in accordance with the Rules.
- 3.6 pay to MSSB all charges that may be imposed by MSSB in relation to any debit balance outstanding in the Account(s) with MSSB including without limitation the handling fee and service charges imposed by MSSB from time to time.
- 3.7 pay for all Securities awaiting delivery and all contra losses howsoever incurred within the period allowed for such payment failing which the Client shall pay for all late payment charge (LPC) at such rate to be determined by MSSB from time to time
- 3.8 pay LPC up to a maximum rate of 10% per annum on all sums howsoever due which outstanding to MSSB of which is calculated on the basis of actual days elapsed and on three hundred sixty five (365) days year. Subject to Shariah Principle such LPC may be varied from time to time at the sole discretion of MSSB without notice to the Client.
- 3.9 be subjected to any conditions imposed or to be imposed by MSSB over the performance of the appointed Dealer's Representative including but without limitation to the limits for trading.
- 3.10 be subjected to Clearing House rules and Clearing House authority with respect to any matters, dealings, transactions or securities to be or are delivered, settled or otherwise dealt with through any of the services or facilities of Clearing House.
- 3.11 be subjected to Clearing House reservation of rights over Securities to be delivered in the event MSSB fails to make irrecoverable good funds payments to Clearing House.
- 3.12 inform MSSB in writing of the change in any particular declared in the Application Form.
- 3.13 not transfer/withdraw out Client's Securities from any Account(s) in which the Client has debit balance outstanding
- 3.14 consent to the disclosure by Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to MSSB and to such agents, service providers and sub-contractors of MSSB as informed by MSSB to Bursa Depository, of information or documents relating to my affairs and in particular, relating to my securities account(s). This consent shall be valid until revoked by me. I release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability I may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
- 3.15 acknowledge and agree that if Client wish to trade online, Client shall always abide by all terms and conditions imposed by MSSB as stipulated with the Terms and Conditions relating to the online trading facility and that MSSB may at any time and from time to time impose or vary such other terms and conditions at your sole and absolute discretion. Upon the imposition or amendment being posted by MSSB on the website, notice of the same shall be deemed to have effected. As Client continue to trade using the online trading facility or give any order(s) for trade subsequent to the effective date of notice, Client shall be deemed to have agreed and accepted the new or amended terms and conditions imposed by MSSB whereof these provisions shall be binding upon me from the date of posting. The relevant provisions of this Agreement shall hereafter 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 this Agreement at the time of execution hereof.
- 3.16 acknowledge that MSSB are at liberty to vary Client trading limit from time to time without assigning any reasons to Client and Client agree not to hold MSSB liable for whatever losses, damages, costs incurred as a result of such variation

### **4. MSSB'S AUTHORITY ON TRADING**

The Client hereby authorises MSSB:-

- 4.1 to sell out or buy in such Securities as may be required to clear the Client's position with MSSB
- 4.2 to deal in any manner as MSSB shall deem fit, with all or any of the Securities purchased including withholding delivery of Securities for or under the Account(s) for which the Client has not remitted payment and until the Client's cheque for payment has been cleared by the Bank or Financial Institution.
- 4.3 to act on all orders made by the Client through the telephone (or facsimile, telex, or other forms as may be agreed with the Client) with MSSB's Dealer's Representatives or other authorised agents and the Clients shall not withdraw or revoke any of such orders in the event that such orders have been executed upon.
- 4.4 to have a lien as well as a right to sell, dispose or otherwise deal with any Securities and/or monies belonging to the Client (irrespective whether the Securities are paid for by the Client and/or held therein on trust by MSSB) and/or kept in the Account(s) and /or CDS Account to settle any debit balance or monies owe by Client to MSSB.
- 4.5 to offset, assign, hypothecate or otherwise deal with the Account(s) having a debit balance, including cash or Securities held on margin Account or otherwise pledged to MSSB as collateral, against the amount outstanding in the Account(s) still outstanding to MSSB.
- 4.6 to debit the Account(s) at any time and from time to time in respect of any expenditure, penalties or other charges which might be incurred or owing by the Client.
- 4.7 to make a balance enquiry of any CDS Account associated with the Account(s) at any time in respect of any Securities of any company. The authority hereby given shall take effect from the date of opening of account and shall remain in full force until and unless the Account(s) is closed without any outstanding debit balance. I hereby release MSSB from all liabilities of whatsoever nature arising from this authorization.
- 4.8 to sell or dispose the whole or any part of the Securities pledged by the Client as collateral's or any Securities standing as "free securities" in the CDS Account associated with the Account(s) at any time and/or utilise on margin Account(s) to settle the amount owing to MSSB. MSSB shall not be liable for any losses, howsoever caused nor shall MSSB be answerable for any involuntary losses arising from the force sell of the Client's collateral securities.

- 4.9 where applicable, to transfer any funds, Securities, commodities or other property from any Account(s) maintained by the Client with MSSB or MSSB's related company(s) to reduce or pay in full any debit balance or monies owe by the Client to MSSB or MSSB's related company(s).
- 4.10 to charge, mortgage, pledged, hypothecate and/or deposit with any Financial Institution as security in any manner whatsoever any Securities of the Client (irrespective whether the Securities are paid for by the Client and/or held therein on trust by MSSB, to the extent of the amount outstanding in the Account(s).
- 4.11 to suspend the Account(s) at the sole discretion of MSSB without notice to the Client and without giving any reasons whatsoever.
- 4.12 to place the Client's name on the Defaulter's List with BMSB and/or commence legal actions for the recovery of all amount owing to MSSB in the event the Client fails to fully settle all amounts owing within the period stipulated by MSSB.
- 4.13 to place monies from our Trust Account into any Islamic Financial Institutions to earn profit. In addition, we hereby authorise you to make withdrawals from the said account to settle purchase contracts, contra losses and other dues owing to you.

## **5. ADDITIONAL TERMS AND CONDITIONS OF TRADING FOR CASH ACCOUNT**

In addition to and not in derogation of, the terms and conditions set out in Section 1, 2 and 3 above, Client hereby agree to the following in respect of Cash Account held with MSSB ("J Account")

- 5.1 Client hereby agree that all monies which have been deposited into "J Account" shall be dealt with in accordance with the terms and conditions herein. For avoidance of any doubt, MSSB shall credit Client's "J Account" and give value to the payment or deposits made by Client only after:
- any amount paid or deposited by Client in cash has been sighted and accepted by MSSB and
  - any cheque delivered by Client to MSSB has cleared. "Available Funds" shall mean the net available sum of monies remaining in the "J Account" on any relevant day as may be calculated or determined by MSSB.
- 5.2 Client hereby agree MSSB shall be entitled to place all the monies into Islamic Accounts with Islamic Banks or Islamic Window as seen appropriate by MSSB. As and when any of Client's purchase orders for Securities have been executed by MSSB on Client's behalf on any day, MSSB shall be entitled to immediately earmark or set aside the relevant amount of monies from the Available Funds for settlement of the full purchase Amount of the said Securities, inclusive of all the transaction costs payable by Client in connection with the said purchase ("Earmarked Amount").
- 5.3 MSSB shall be authorised to utilize the Earmarked Amount to settle the said purchase amount on the next market day (T+1) or such other date deemed appropriate.
- 5.4 Client further agree and acknowledge that Client shall not be entitled to contra the said purchase amount against the proceeds from the execution of any subsequent sale orders for Securities.
- 5.5 Client hereby authorize MSSB to credit all proceeds due to Client upon the execution of any sale order for all or any of Client Securities at any time, into my "J Account" and thereafter, Client agree that such proceeds shall form part of the Available Funds and shall be dealt with in the same manner as all other monies in "J Account".
- 5.6 Client shall be entitled to withdraw all or any part of the Available Funds from time to time by giving a written request to MSSB on any market day subject to such conditions as MSSB may prescribe or impose on such withdrawals at its absolute discretion from time and time. Upon Client submission of the said written request for withdrawal, Client agree and undertake not to place any purchase orders for any Securities in excess of the balance of the Available Funds after deduction of the proposed amount to be withdrawn.
- 5.7 In addition and without prejudice to any other provisions herein, Client hereby irrevocably and unconditionally agree, consent, direct and authorize MSSB to utilize the Available Funds at any time and from time to time to set-off, repay and settle all monies due and owing by Client to MSSB under all of Client's Account(s) with MSSB or MSSB's related company(s) or otherwise due to MSSB or MSSB's related company(s) for any reason whatsoever.
- 5.8 Client further undertake to pay MSSB forthwith any shortfall or balance due and owing in or under all Client Account(s) in the event that the Available Funds are insufficient to settle all monies due and owing by Client to MSSB and indemnify MSSB for all losses, liabilities, damages, penalties, costs, expenses and charges sustained or incurred by MSSB in connection with Client's Account(s) or Client's trading activities.
- 5.9 Client hereby agree that MSSB shall be entitled to determine and calculate the available limit for Client trades in Securities in the manner determined by MSSB in its absolute discretion. Without prejudice to the foregoing, Client agree and acknowledge that all Earmarked Amounts shall be deducted from the Available Funds when calculating Client available limit for Client trade in Securities; and
- 5.10 In the event any of Client purchase order for any Securities has been executed and it is thereafter discovered that the aggregate of the purchase amount 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 MSSB in calculating the Earmarked Amounts or Available Funds and Client trading limit, Client hereby undertake to pay MSSB the Excess immediately on the market day following the transaction date of the said purchase order failing which, without prejudice to all its rights and remedies, MSSB shall be entitled to charge and imposed on Client the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and Client shall be liable to pay brokerage to MSSB at the said rate in respect of that purchase order.

## **6. COVENANT ON LATE PAYMENT CHARGES (LPC)**

- 6.1 The covenant by the Client herein to pay LPC is an independent covenant and not ancillary or incidental to the covenant to repay the amount due under the Account(s). It is hereby agreed that the covenant to pay such LPC as aforesaid continues before as well as after judgement and that in the event of judgement this covenant shall not merge in such judgement or with any rule or law regulating the award of LPC after judgement.

## **7. CONCLUSIVE CLAUSE**

- 7.1 It is hereby agreed that any admission or acknowledgement in writing by the Client or any certification by any person or persons authorised on behalf of MSSB or a Certificate of Indebtedness in writing showing the amount due from the Client which is duly certified by an authorised officer of MSSB shall be conclusive evidence of the Client's indebtedness and be binding on the Client in a court of law.

**8. INDEMNITY**

- 8.1 The Client shall have no claim whatsoever against MSSB for any loss, delays or claims over Securities accepted for registration on behalf of the Client or for any payments in respect Securities sold by the Client or for delivery of certificates or documents of titles of Securities purchased by the Client in the event the Client had authorised the Client's Dealer's Representative or any other person to collect payments and/or transfer deeds and certificates or document of titles of Securities on behalf of the Client from MSSB.
- 8.2 The Client shall at all times fully and effectively indemnify MSSB and keep MSSB fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs, debts, LPC, legal fees (on a full indemnify basis) and expense whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever (including without limitation negligence, on the part of MSSB or by MSSB's agents, employees or servants) against or by MSSB to any person arising out of or incidental to all matters relating to the Client's right of indemnity conferred herein which shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the Account(s) with MSSB.

**9. FORCE MAJEURE**

- 9.1 In the event of earthquakes or other natural disasters, the promulgation, revision or repeal of laws or statutes, strikes, accidents, breakdown or failure of communication facilities, electronic systems, the failure of any exchange(s) or authority(ies) on which the dealings of the Securities take place to perform the obligations, the imposition of restrictions, interference or suspension by Government or Government related agencies, or any part of these Terms, the aggrieved party shall at its option be entitled to terminate the Account(s) and neither party shall be liable to the other party for any consequential damages suffered by that party as a result of such delay or non-performance of these Terms.

**10. CREDIT CHECK**

- 10.1 Client consents and authorises MSSB to make any inquiries necessary to verify the information provided to MSSB. This information includes, but not limited to direct contact with the Client's employer and other financial institution where Client has relationship with.
- 10.2 The Client consents to MSSB to disclose the credit information of the Client to any credit reporting agency in Malaysia and authorises MSSB to receive Client's credit report from the credit reporting agency.

**11. AMENDMENT OF TERMS**

- 11.1 Subject to Shariah principles, MSSB may at any time and from time to time amend, modify or supplement these Terms, whether or not similar amendments, modifications or supplements are made to MSSB's agreements with other Clients. Any such amendments, modifications or supplements will be notified to the Client by MSSB in writing or (at the option of MSSB) by such means as MSSB may deem appropriate, and shall be binding on the Client with effect from the date of such notice regardless of whether the Client receives actual notice thereof.

**12. NOTICES**

- 12.1 Any notice, instruction or other communications under or in connection with these Terms may be verbal or written unless otherwise required by these Terms.
- 12.2 All notices, instruction and other communications shall be addressed to or left at the business address of MSSB and in the case of the Client, the mailing address as stated in the Application Form or as notified to MSSB by the Client in writing from time to time. Such notice shall be delivered by hand, by post, by email, by telex, by facsimile or other electronic means and shall be deemed to have been duly received on the same day if delivered by hand, by telex, by facsimile or electronic means or if delivered by post then it shall be deemed to have been duly received within seventy two (72) hours from posting, even if the notice is returned by the postal authorities for whatsoever reason thereafter.
- 12.3 MSSB shall have the discretion to act on any verbal instructions by the Client as it deems fit, whether or not such instructions have been confirmed in writing.

**13. WAIVER**

- 13.1 Any forbearance or failure or delay by MSSB in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and each of MSSB's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically waived by an instrument in writing executed by MSSB.

**14. SEVERABILITY**

- 14.1 If any provision of these Terms shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not in any way affect or impair the other provisions hereof, which shall remain in full force and effect.

**15. COMMUNICATIONS**

- 15.1 The Client accepts that all telephone conversations may be recorded by MSSB and such recordings will be MSSB's sole property and consents to the use of such recordings and transcripts thereof for any purpose which MSSB deems desirable including as evidence in any dispute. MSSB is not required to maintain copies of such recordings and transcripts.

**16. ASSIGNMENT**

- 16.1 The Client shall not assign the rights title interest in the Account(s) made hereunder without the prior written consent of MSSB.

16.2 The Terms hereunder shall be binding upon the heirs, legal representatives, successors-in-title and permitted assigns of the parties hereto.

## **17. SERVICE LEGAL PROCESS**

17.1 The Client agrees that in any action arising out of or relating to the Account(s) or the Terms herein, service of any Legal Process, Writ of Summons or other originating process of Court document may be effected on the Client by leaving the same at the address set out in the Application Form or at such address as the Client may notify MSSB in writing pursuant to the Terms herein or by posting the same to such address and the Client hereby irrevocably confirms that service of such documents in the manner aforesaid shall be deemed to be delivered and received by the Client within seventy two (72) hours after posting and the Client agrees to waive any right to demand personal service in respect of such Legal Process, Writ of Summons or any other originating process of Court documents.

## **18. TERMINATION**

18.1 The Client may terminate this Agreement and the Account(s) upon giving not less than one (1) business day written notice in advance to MSSB subject to and provided always that the Client pays off all monies outstanding and payable or which will become payable to MSSB in respect of the Account(s) or otherwise.

18.2 Service of notice of termination by the Client to MSSB shall be effective only upon actual receipt thereof by MSSB.

18.3 MSSB may terminate this Agreement and the Account(s) at any time without prior notice to the Client and without giving any reason for such termination. Such termination shall be by way of written notice issued to the Clients and the termination of the Account(s) shall be effective from the date of such notice.

18.4 Any fees, expenses, costs, and any other amounts accrued or incurred or due to MSSB up to the effective date of termination shall be paid by the Client.

## **19. LAW AND JURISDICTION**

19.1 These Terms shall be subjected to the laws of Malaysia. The Client shall submit to the jurisdiction of the court(s) of MSSB's choice, whether in Malaysia or in the country where the Client is residing or having its place of business or elsewhere.

## **20. ELECTRONIC CONTRACT NOTES /STATEMENTS**

20.1 I understand and accept the following:-

- (i) Issuance of the contract notes/statements in electronic form shall be retrievable in the online trading portal at [www.mplusonline.com.my](http://www.mplusonline.com.my) or to be delivered to my email address (as stated in this application) upon my request and shall no longer receive contract notes/statements in hardcopy form.
- (ii) in the event of the remote possibility of a system failure where the electronic contract notes/statements cannot be generated or delayed to update in the trading portal, contract notes/statements will be sent to my email address or hardcopy form via the postal service upon request.
- (iii) that there are risks inherent in communication by electronic mail, these risks include the security risks of interception, unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices and I shall not hold you liable for such inherent risks.

## **21. ANTI-MONEY LAUNDERING ACT 2001 AND GUIDELINES ON PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING FOR CAPITAL MARKET INTERMEDIARIES (“AMLA”)**

I understand and accept the following:

- i) I shall at all times adhere to and comply with AMLA with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with MSSB, and in particular:-
  - a) MSSB shall be entitled to keep records of all my transactions and to further disclose any information pertaining to me, as may be required by law or any governmental or regulatory authority for purposes of compliance with AMLA;
  - b) undertake to provide MSSB with all relevant informations 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.
- ii) I further confirm that all monies paid to MSSB come from lawful sources and not from unlawful activities

## **22. PERSONAL DATA NOTICE**

Pursuant to the requirement of the Personal Data Protection Act 2010 (hereinafter referred to as the “Act”), we hereby issuing this notice to inform and explain on how Malacca Securities collects, uses, maintains and discloses your personal data in respect of commercial transactions. This personal data notice applies to any person whose personal data is processed by Malacca Securities.

“Malacca Securities”, “our”, “us”, or “we” in this notice refers to Malacca Securities Sdn Bhd, including its branches and its subsidiaries as well as related companies.

### **A) NATURE OF PERSONAL DATA**

The personal data processed by us may include your name, contact details, email address, job title and company name, age, gender, date of birth, national registration identity card number/passport number; race, religion, nationality, information of any past breaches of or convictions under any law and any other personal data provided by you required for the purposes set out below.

### **B) PURPOSE OF MALACCA SECURITIES COLLECTING YOUR PERSONAL DATA**

Subject to the relevant laws, Malacca Securities may use your personal data for the following purposes (“Purposes”):

- (a) To enable it to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, the rules of Bursa Malaysia Sdn Bhd or any other written law;
- (b) To enable it to discharge its contractual obligations;
- (c) To verify your financial standing through credit reference checks;
- (d) To respond to your enquiries and complaints and to resolve disputes;
- (e) To be used for internal record keeping;
- (f) To provide ongoing information about our products and services to people that we believe may be interested in such event, programs, products and services;
- (g) To provide services;
- (h) To research, develop and improve our products and services;
- (i) For employment opportunities in the event you have provided information for such purposes; and
- (j) Such other purpose relevant to the products and services provided by Malacca Securities.

### **C) DISCLOSURE OF YOUR PERSONAL DATA**

1. Subject to relevant laws, your personal data may be disclosed to:
  - (a) our subsidiaries, related and associated companies;
  - (b) the Bursa Malaysia, Securities Commission, Bank Negara Malaysia, the Malaysian Anti-Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;
  - (c) Credit reference agencies when you apply for any of our credit-based products such as margin facilities, collateral account, etc.
  - (d) our co-organisers of events, business partners and service providers;
  - (e) our Unit Trust Management or Fund Management Companies;
  - (f) auditors, solicitors, professional firms or entities;
  - (g) Parties authorised by you; and
  - (h) any other person which Malacca Securities may think fit.
2. Your personal data may be transferred or disclosed to a place outside of Malaysia, and by providing us your personal data you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with Malacca Securities including for storage purposes.

### **D) SECURITY**

The security of your personal data is our priority. We undertake, where practicable, to implement the appropriate policy and procedures in accordance with the applicable laws and regulations to safeguards your personal data from unauthorized or unlawful used.

### **E) ACCESS AND CORRECTION TO YOUR PERSONAL DATA**

1. You may access and request for correction of your personal data in which you have provided to Malacca Securities and in this respect, you may:-
  - (a) check if we hold or use your personal data and request access to your personal data;
  - (b) request for correction of any of your personal data which is inaccurate, incomplete or not up to date;
  - (c) request Malacca Securities to limit the process of your personal data, including personal data limiting to the persons who may be identified from your personal data;

- (d) inform Malacca Securities on your withdrawal (in full or in part) of your consent given previously to Malacca Securities subject to any applicable legal restrictions, contractual conditions and a reasonable duration of time for the withdrawal of consent to be effected.
2. Please be informed we may charge a small fee depending on the information requested. We may also take steps to verify your identity before fulfilling your request for access to your personal data.
3. Please contact us using any the following modes if you have any enquiries or complaints in respect of your personal data:

Designated Contact Person	Administration Manager
Mailing address	1,3&5, Jalan PPM 9, Plaza Pandan Malim Business Park, Balai Panjang, 75250 Melaka.
Telephone No.	(606) 337 1533
Fax No.	(606) 337 1577
Email address	pdpa@msec.com.my

**F) FAILURE OF PROVIDING YOUR PERSONAL DATA**

Unless otherwise specified by us at the time the personal data is collected, it is obligatory that you supply us with the personal data requested for by us. If you revoke to supply to us the above personal data, we may not be able to carry out the Purpose for which you have provided us the personal data and in addition, you may be in breach of the requirements of the relevant rules.

By providing to us your personal data, you hereby consent to the processing of your personal data in accordance with all of the above.

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**NOTIS DATA PERIBADI**

Selaras dengan keperluan Akta Perlindungan Data Peribadi 2010 (selepas ini dirujuk sebagai “APDP”), kami dengan ini mengedarkan notis ini untuk memaklumkan dan menerangkan bagaimana Malacca Securities mengumpul, menggunakan, menyimpan, dan mendedahkan data peribadi anda berhubung dengan urusan niaga komersial. Notis data peribadi ini adalah terpakai terhadap mana-mana pihak yang data peribadinya diproses oleh Malacca Securities.

“Malacca Securities” atau “kami” dalam notis ini merangkumi Malacca Securities Sdn Bhd, termasuk cawangan serta anak syarikatnya dan syarikat-syarikat berkaitan Malacca Securities Sdn Bhd.

**A) SIFAT DATA PERIBADI**

Data peribadi anda yang diproses oleh kami termasuk nama, maklumat perhubungan, alamat e-mel, jawatan dan nama syarikat, umur, jantina, tarikh lahir, nombor kad pengenalan/passport, bangsa, agama, kewarganegaraan, maklumat tentang apa-apa pelanggaran atau tuduhan di bawah mana-mana undang-undang, perkhidmatan yang berkaitan yang diberikan kepada anda dan apa-apa data peribadi lain yang dibekalkan oleh anda untuk tujuan yang dinyatakan di bawah.

**B) TUJUAN PENGUMPULAN DATA PERIBADI OLEH MALACCA SECURITIES**

Tertakluk kepada undang-undang yang berkaitan, kami bakal menggunakan data peribadi anda untuk tujuan berikut (secara keseluruhan “Tujuan”):

- (k) Untuk membolehkan kami melaksanakan semua tugas dan obligasi kami di bawah Akta Pasaran Modal dan Perkhidmatan 2007, Akta Suruhanjaya Sekuriti 1993, Akta Perindustrian Sekuriti (Depository Pusat) 1991, peraturan-peraturan Bursa Malaysia Sdn Bhd atau mana-mana undang-undang bertulis;
- (l) Untuk membolehkan kami melaksanakan semua obligasi kontrak;
- (m) Untuk mengesahkan kedudukan kewangan anda menerusi semakan rujukan kredit;
- (n) Untuk menjawab pertanyaan dan aduan anda serta menyelesaikan pertikaian;
- (o) Untuk penyimpanan rekod dalaman kami;
- (p) Untuk memberikan maklumat berkenaan produk-produk dan perkhidmatan kami kepada orang yang kami percayai akan berminat dengan produk-produk dan perkhidmatan tersebut;
- (q) Untuk memberikan perkhidmatan;
- (r) Untuk penyelidikan dan penambahbaikan produk-produk dan perkhidmatan;
- (s) Bagi peluang pekerjaan sekiranya anda telah memberikan maklumat untuk tujuan itu; dan
- (t) Untuk apa-apa tujuan lain yang berkaitan dengan produk dan perkhidmatan yang disediakan oleh Malacca Securities.

**C) PENDEDAHAN DATA PERIBADI ANDA**

1. Tertakluk kepada undang-undang yang berkaitan, data peribadi anda mungkin didedahkan kepada:
  - (i) anak-anak syarikat dan syarikat-syarikat berkaitan dan/atau bersekutu kami, ;
  - (j) Bursa Malaysia, Suruhanjaya Sekuriti, Bank Negara Malaysia, Suruhanjaya Pencegah Rasuah Malaysia, Suruhanjaya Syarikat Malaysia, Jabatan Pendaftaran Pertubuhan dan pihak berkuasa penyeliaan, kerajaan atau pihak berkuasa lain yang berkaitan;
  - (k) Agensi rujukan kredit apabila anda memohon mana-mana produk kami yang berasaskan credits seperti kemudahan margin, akaun cagaran dan sebagainya.
  - (l) Penganjur acara bersama, rakan-rakan kongsi perniagaan dan pemberi khidmat kami;
  - (m) Syarikat Pengurusan Unit Amanah atau Dana;
  - (n) Juruaudit, peguam, firma-firma atau entiti-entiti profesional;
  - (o) Pihak yang diberi kebenaran oleh anda; dan
  - (p) mana-mana pihak lain yang dianggap sesuai oleh Malacca Securities.
2. Data peribadi anda mungkin akan dihantar atau didedahkan ke lokasi-lokasi di luar Malaysia, dan dengan memberikan data peribadi anda kepada kami, anda bersetuju dengan pemindahan tersebut yang diperlukan untuk menyediakan perkhidmatan yang anda minta dan untuk pelaksanaan apa-apa obligasi kontrak anda dengan Malacca Securities, termasuk untuk tujuan penyimpanan.

**D) SEKURITI**

Keselamatan data peribadi anda merupakan keutamaan kami. Kami berusaha, jika dapat dilaksanakan, untuk melaksanakan dasar dan prosedur yang sesuai selaras dengan undang-undang dan peraturan untuk melindungi data peribadi anda daripada pemprosesan yang tidak dibenarkan atau menyalahi undang-undang.

**E) AKSES DAN PEMBETULAN DATA PERIBADI ANDA**

3. Anda boleh mengakses dan meminta untuk pembetulan data peribadi anda di mana anda telah diberikan kepada Malacca Securities dan dalam hal ini, anda boleh:-
  - (e) memeriksa jika kita memegang atau menggunakan data peribadi anda dan minta akses kepada data peribadi anda;
  - (f) permintaan untuk pembetulan data peribadi anda yang tidak tepat, tidak lengkap atau tidak dikemas kini;
  - (g) meminta Malacca Securities untuk menghadkan pemprosesan data peribadi anda, termasuk menghadkan data peribadi orang yang boleh dikenal pasti daripada data peribadi anda;



- (h) memaklumkan Malacca Securities bahawa anda ingin menarik balik (sepenuhnya atau sebahagian) kebenaran anda yang telah diberikan kepada Malacca Securities sebelum ini, tertakluk kepada sebarang sekatan undang-undang, syarat-syarat kontrak dan tempoh masa yang munasabah.
4. Dimaklumkan bahawa kami mungkin akan mengenakan yuran yang rendah bergantung pada maklumat yang diminta. Kami juga mungkin mengambil langkah untuk mengesahkan identiti anda sebelum memenuhi permintaan anda untuk mengakses data peribadi anda.
5. Sila hubungi kami melalui pos, telefon, faks atau e-mel seperti yang diberikan di bawah sekiranya anda mempunyai apa-apa pertanyaan atau aduan berkenaan dengan data peribadi anda

Perjawatan orang yang boleh dihubungi	Pengurus Pentadbiran
Alamat Pos	1,3&5, Jalan PPM 9, Plaza Pandan Malim Business Park, Balai Panjang, 75250 Melaka.
No. Telefon	(606) 337 1533
No. Faks	(606) 337 1577
Alamat E-mel	pdpa@msec.com.my

**F) KEGAGALAN MEMBERIKAN DATA PERIBADI ANDA**

Sekiranya tidak dinyatakan sebaliknya oleh kami pada masa pengumpulan data peribadi, adalah wajib bahawa anda membekalkan kami dengan data peribadi yang diminta oleh kami. Sekiranya anda gagal untuk membekalkan data peribadi yang dinyatakan di atas, kami mungkin tidak dapat memproses data peribadi anda bagi mana-mana Tujuan yang dinyatakan di atas dan anda mungkin melanggar syarat-syarat bagi peraturan-peraturan yang berkaitan.

Dengan membekalkan data peribadi anda kepada kami, anda dengan ini, membenarkan pemprosesan data peribadi anda selaras dengan segala yang dinyatakan di atas.

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