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To : PM Securities Sdn Bhd (66299-A)  
A Participating Organisation of Bursa Malaysia Securities Berhad  
Ground, Mezanine & 1<sup>st</sup> Floor Menara PMI  
No. 2, Jalan Changkat Ceylon  
50200 Kuala Lumpur

Dear Sir/Madam

Re: **AGREEMENT FOR A SECURED TRADING FACILITY**

I/We would like to request you to make available a Secured Trading Facility with your Company to enable me/us to deposit securities and/or monies/funds as security deposit against my/our trades. I/We, the undersigned HEREBY JOINTLY and SEVERALLY agree to the following terms and conditions governing my/our Secured Trading Facility maintained with you:-

- 1) To facilitate the use and conduct of the Secured Trading Facility, I/We hereby irrevocably authorise you to, at your discretion, open another account ("Secured Trading Account") in addition to any existing trading or other account(s) which I/we may currently have.
- 2) To enable me/us to deposit and pledge to you, securities held in a scripless clearing system for the purposes of securing the amounts due to you under this Secured Trading Account and any other sums owed by me/us to you, we agree that an account be designated as my/our "CDS Secured Account". You may at your discretion designate any account held by me/us or for my/our benefit with Malaysian Central Depository ("MCD") as my/our CDS Secured Account and I/We hereby irrevocably authorise you to, should you at your discretion consider expedient, open an account with MCD on my/our behalf, such account to, at your discretion, be in my/our name or in your name or in the name of PM Nominees (Tempatan) Sdn Bhd or PM Nominees (Asing) Sdn Bhd or such party(ies) as you may from time to time nominate as my/our CDS Secured Account.
- 3) For the purpose of the deposit as mentioned above, I/We hereby irrevocably authorise you to collect and retain any/all paid securities in any account(s) held with MCD with you as the authorised depository agent and which is/are in my/our name or held for my/our benefit.
- 4) I/We hereby also agree to allow PM Securities Sdn Bhd to associate the aforesaid CDS Secured Account to my/our Secured Trading Account and/or to any of my/our trading or other account(s).
- 5) As security for the Debt (as hereafter defined), I/we hereby pledge in your favour all the shares and securities which are held from time to time in the CDS Secured Account ("the said Securities"), whether such of the said Securities are deposited by me/us or transferred into such CDS Secured Account pursuant to under any purchase by me/us in my/our trading account(s) or the Secured Trading Account held with you.

- 6) I/We confirm that I/we am/are the legal and beneficial owner of the said Securities and that I/we am/are lawfully entitled to pledge the said Securities to you.
- 7) The said Securities will be a continuing security for the due payment to you of all sums (“the Debt”) being (i) all sums (including interest, commission, charges and expenses) outstanding my/our Secured Trading Account with you, and (ii) all moneys otherwise howsoever due from me/us to you on any account or in any manner whatsoever or outstanding in my/ our trading or other account(s) and whether alone or jointly with any other person.
- 8) The said Securities may be registered by you in the name of PM Nominees (Tempatan) Sdn Bhd or PM Nominees (Asing) Sdn Bhd or any such nominee as you may from time to time nominate. I/We further undertake to execute transfers and/or such relevant documents as are necessary to enable the effectual transfer of the said Securities.

In the event that the said Securities are not in your name or in the name of your nominees, I/we confirm that I/we shall not transfer or attempt to transfer the said Securities from the CDS Secured Account so long as the Debt remains owing and that I/we undertake to execute any such documents as you may require to facilitate in the exercise of the power vested in you by Clause 11.

- 9) If any of the said Securities held in the CDS Secured Account is in your opinion insufficient to secure the Debt, you shall be empowered in accordance with Section 40 of the Securities Industry (Central Depositories) Act 1991, to request the central depository to transfer such shares and other securities as are held in any CDS account held in my name or for my benefit into the CDS Secured Account or your nominee’s securities account. Notwithstanding the aforesaid, neither you or your nominee shall be answerable or responsible for any diminution in value of any of the said Securities, however arising, while the same are in the custody, possession or control, of yourself or your nominee. Further, while the said Securities are in the custody, possession or control, of yourself or your nominee, you shall not be responsible to ensure that any rights issue, bonus or dividends declared in respect of the said Securities are taken up, received or collected by you.
- 10) I/We hereby irrevocably authorise you or such of your officers or such persons as may from time to time be authorised by you to make secured enquiries and/or to request and to receive ad-hoc Statement of Account of my/our CDS Secured Account or other accounts as aforesaid, as and when you shall see fit and/or deem necessary by you in your absolute discretion without the need to seek my/our consent. I/We hereby further agree that you shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising and I/we hereby undertake to indemnify you and to keep you fully and effectively indemnified against any losses and claims of any kind and any nature which are incurred or suffered by you in respect thereof in connection with or as a result of your exercise of your right under this paragraph 10 or arising out of or incidental to this Agreement. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of my/our account with you.
- 11) In the event the Debt becomes due and outstanding, you shall at any time thereafter and whether written notice has been given to me or not, be irrevocably authorised to deal with the said Securities in any manner whatsoever and to do all other things as fully and effectively as I/we could do in connection therewith and in particular but without prejudice to the generality of the foregoing, you may in your absolute discretion transfer assign charge or sell with the said Securities or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer assignment charge or sale or other dealings and to

apply the proceeds thereof towards repayment of the Debt PROVIDED ALWAYS that you shall not deal with the balance of the said Securities (if any) once the Debt remaining outstanding as aforesaid has been paid/repaid in full to yourselves.

I/We further acknowledge that you will not be liable for any loss or damage which may be occasioned in respect of any transfer, assignment, charge, sale or other dealings and that I/we shall have no recourse against you or your nominee in respect of any loss which I/we may suffer arising out of or in relation to or connecting with such transfer, assignment, charge, sale or other dealings.

- 12) I/We hereby acknowledge that your Company will not be liable for any loss or damage of the stocks and shares deposited pursuant to this Secured Trading Facility unless due to your gross negligence or wilful default. In respect of any such loss or damage arising therefrom, you will only be liable for the incidental replacement cost which are confined to advertisement cost, scrip fees and any other reasonable costs related to the replacement of the physical share certificates only and does not include or oblige you to buy back the shares for me/us from the stock market. The replacement share certificates will only be returned to me/us upon your receipt of the same from the Registrar.
- 13) I/We hereby acknowledge that you are not obliged to notify me/us of any notice of entitlement or other notices received by you in respect of the said Securities registered in your name or the name of your nominee(s) pursuant to this agreement and you shall not be obliged to collect any dividends and/or to attend to any rights, bonuses and/or any other rights or interests accruing to any of the said Securities and I/we hereby confirm that you shall not be liable for any loss arising from any late or none exercise of any rights or interests accruing for any reasons whatsoever. Should you however exercise your discretion to deliver to me/us any notices or to attend to any rights, dividends or any other rights or interests accruing on the said Securities, I/we agree to reimburse you for any expenses incurred by you or your nominee(s) in performing such services.
- 14) Upon release of any of the said Securities you shall not be bound to return the identical securities which are deposited held or transferred and I/we will accept securities of the same class and denomination or such other securities as shall then represent the said Securities.
- 15) Any rights, bonuses or dividends accruing on the said Securities shall be included in the charge herein created and any dividends, interests or other payments received or receivable in respect of the said Securities may be applied by you towards satisfaction of any sums owing to you, notwithstanding that such sums are not due and notwithstanding that the power to deal as provided in Clause 11 may not have arisen.
- 16) I/We undertake to keep or maintain such value or margin of the said Securities over the aggregate of the Debt to your satisfaction and from time to time upon demand or at your request pay to you cash or deliver additional securities as are acceptable and which shall thereafter form part of the said Securities.
- 17) Where I/we have deposited with you a bank guarantee or cash as security, such bank guarantee and/or cash will be a continuing security for the due payment of the Debt. In the event that the Debt becomes due, you may in your absolute discretion at any time thereafter whether with or without the giving of written notice to me/us, call upon the bank guarantee and to utilise the cash from such call and any cash security deposited to settle the Debt in which event I/we shall have no recourse against you or your nominee(s) in respect of any loss that I/we may suffer out of or in relation to or connected with such application of the cash.

- 18) The terms and conditions governing my/our Trading Account as are stated in the Trading Account Application Form shall apply to this Secured Trading Facility and in respect of all my/our trades conducted under this Secured Trading Facility and shall continue to be binding.
- 19) I/We acknowledge that you are entitled to suspend my/our Secured Trading Account and/or any other Trading Account(s) held if we default in any of the terms of Trading Account Application Form, any of the terms herein or in the payment of any sums due to you.

Signed By )  
 Name: )  
 NRIC No: )  
 in the presence of:- )  
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 Name:  
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\*\*Signed By )  
 Name: )  
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 For and on behalf of )  
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 (Company Reg. No : )  
 in the presence of:- )  
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 Name:  
 NRIC No:

\*\* execution on behalf of a company