

INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT

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. Intraday Short Selling refers to the short selling of Approved Securities with a view to closing off the short position within the same day, if the same is carried out in accordance with Part D of Chapter 8 of the Rules of Bursa Securities.

3. You should have full understanding of the requirements pertaining to Intraday Short Selling before engaging in the same. You should evaluate your own financial position, risk tolerance and investment experiences while taking into account the following risk factors before engaging in Intraday Short Selling:

4. Types of risk:

A. Investment risk: You should assess the investment risks arising from price fluctuation if you choose to engage in Intraday Short Selling. In the event the securities price increases instead of decreases, Intraday Short Selling may lead to extraordinary losses, because you may have to purchase the securities at a very high price in order to cover a short position.

B. Trading costs: You should understand the trading costs resulting from frequent trading activities.

C. Risks of failure to close off with a buy position on the same day as the short selling:

(i) You should assess the securities you will need to purchase to close off the short position before the end of day, and may need to prepare sufficient funds for settlement in the event of failure of opposite offsetting. The funds include but not limited to the cost of borrowing and the cost to purchase securities above the market price in the event of a buying-in for the settlement of an uncovered position.

(ii) It may become difficult for you to buy back the securities to close off a sell position at the end of a trading day. Failure to close off the sell position will be deemed as non-compliance with the Rules and appropriate enforcement action may be taken against you.

5. This brief statement cannot disclose all the risks and other significant aspects of executing Intraday Short Selling. You should carefully study the requirements pertaining to Intraday Short Selling, gain an understanding of other possible affecting factors, and perform a well-thought financial planning and risk evaluation before engaging in this activity. If you are in doubt in relation to any aspect of this statement, you should consult your Participating Organisation.

ACKNOWLEDGEMENT OF RECEIPT OF THIS RISK DISCLOSURE STATEMENT

I acknowledge that I have received a copy of the INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me.

FOR OFFICE USE ONLY			
APPLICATION FORM IN ORDER	<input type="checkbox"/> YES	<input type="checkbox"/> NO	CLIENT’S SIGNATURE VERIFIED
			<input type="checkbox"/> YES <input type="checkbox"/> NO
CHECKED BY	: _____	APPROVED BY	: _____
DATE	: _____	DATE	: _____
REMARKS _____			

UOBKHS/CCDM0046-18 Rev A (Update on 03/04/18)

TERMS & CONDITIONS APPLICABLE to SECURITIES BORROWING & LENDING

This Securities Lending Agreement is dated

BETWEEN

(1) **UOB KAY HIAN SECURITIES (M) SDN BHD (Company No. 194990-K)** as **Lender**;

and

(2) _____
("name of Client") as **Borrower**.

This Agreement sets forth the terms and conditions under which one party ("**Lender**") may, from time to time, lend to the other party ("**Borrower**") certain securities against a pledge of collateral as may be requested by Lender from time to time at its own discretion.

1 LEGAL FRAMEWORK

- 1.1 Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in the Directive of Bursa Malaysia Securities (M) Sdn. Bhd ("Bursa").
- 1.2 The provisions of Bursa's Directives, Securities Commission's ("SC") Guidelines or any other regulatory requirements issued by any Capital Market Governing Bodies ("Regulatory Requirements") from time to time shall be deemed to be an integral part of this agreement and all the transactions under the Securities Borrowing and Intraday Short Selling ("IDSS") shall be strictly in accordance therewith. In the event of any conflict or contradiction between the provisions of regulatory requirements and this Agreement, the provisions of regulatory requirements (or any amendments thereto or any clarification thereof) shall prevail over the one occurring sequentially subsequent thereto over this Agreement.

2 LOANS OF SECURITIES

- 2.1 Subject to the terms and conditions of this Agreement, Borrower or Lender may, from time to time, orally or written seek to initiate a transaction in which Lender will lend securities to Borrower. Borrower and Lender shall rely on the terms of each loan of securities ("Loan"), including the issuer of the securities, the amount of securities to be lent, the basis of compensation, and the amount of Collateral to be transferred by Borrower, which terms may be amended during the Loan.
- 2.2 Notwithstanding any other provision in this Agreement regarding when a Loan commences, in the event Lender demand for collateral, a Loan hereunder shall not occur until the Eligible Securities and the collateral therefore have been duly transferred to Lender.

3 TRANSFER OF ELIGIBLE SECURITIES

- 3.1 Unless otherwise agreed, Lender shall transfer Loaned Securities to Borrower hereunder on or before the Cutoff Time on the date agreed to by Borrower and Lender for the commencement of the Loan.

4. COLLATERAL

- 4.1 This Section and any part thereof on Collateral and/or Collateral Management shall be applicable in the event Lender decide to impose requirement for collateral prior to borrowing request from Borrower.
- 4.2 Unless otherwise agreed, Borrower shall, prior to or concurrently with the transfer of the Loaned Securities to Borrower, but in no case later than the close of business on the day of such transfer, transfer to Lender collateral with a market value at least equal to a percentage of the market value of the Loaned Securities agreed to by Borrower and Lender (which shall be not less than 100% of the market value of the Loaned Securities) (the “Margin Percentage”).
- 4.3 The collateral transferred by Borrower to Lender, as adjusted pursuant to Section 8, shall be security for Borrower’s obligations in respect of such Loan and for any other obligations of Borrower to Lender. Borrower hereby pledges with, assigns to, and grants Lender a continuing first security interest in, and a lien upon, the collateral, which shall attach upon the transfer of the Loaned Securities by Lender to Borrower and which shall cease upon the transfer of the Loaned Securities by Borrower to Lender. It is understood that Lender may use or invest the collateral, if such consists of cash, at its own risk. Lender may pledge, repledge, hypothecate, rehypothecate, lend, relend, sell or otherwise transfer the collateral in any name other than Borrower.
- 4.4 For Collateral deposit in cash, as a general rule, the fund in the possession or control of Lender (whether held in a trust account or subject to a trust in favour of borrower or otherwise) will be commingled with funds of other clients of the Lender (where applicable in a trust account in accordance with the provisions of CMSA). Consequently, it would be administratively difficult and counter-productive to attempt to allocate the respective interest entitlement (if the trust account be interest bearing) on an individual basis. It is a condition for Lender accepting borrower as a client that the client agrees therefore to waive and relinquish in favour of Lender any and all entitlement to interest accruing to borrower share of funds in such trust account. Borrower, by applying to open an account with Lender and be a client of Lender and/or accessing or using any of Lender’s services shall therefore be deemed to agree (and Lender will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. Lender may, however at its discretion, pay from time to time, such portion of any actual interest it may receive with respect to such funds after deducting administrative charges as it deems appropriate.
- 4.5 Except as otherwise provided herein, upon transfer to Lender of the Loaned Securities on the day a Loan is terminated pursuant to Section 6, Lender shall be obligated to transfer the collateral (as adjusted pursuant to Section 8) to Borrower no later than the Cutoff Time on such day or, if such day is not a day on which a transfer of such collateral may be effected, the next day on which such a transfer may be effected.
- 4.6 If Borrower transfers collateral to Lender, as provided in Section 4.2, and Lender does not transfer the Loaned Securities to Borrower, Borrower shall have the absolute right to the return of the collateral; and if Lender transfers Loaned Securities to the Borrower and Borrower does not transfer collateral to Lender as provided in Section 4.2, Lender shall have the absolute right to the return of the Loaned Securities.

- 4.7 Borrower may, upon reasonable notice to Lender, substitute collateral for collateral securing any Loan or Loans; provided, however, that such substituted collateral shall:
- (a) consist only of cash, securities or other property that Borrower and Lender agreed would be acceptable collateral prior to the Loan or Loans and;
 - (b) have a market value such that the aggregate market value of such substituted collateral, together with all other collateral for Loans in which the party substituting such collateral, shall equal or exceed the agreed upon Margin Percentage of the market value of the Loaned Securities.

5. FEES FOR LOAN

5.1 Unless otherwise agreed,

- (a) Borrower agrees to pay Lender a loan fee (a “Loan Fee”), computed daily on each Loan and any ancillary charges in relation to the request for Loaned Securities. Loan Fees shall be accrued from and including the date on which the Loaned Securities are transferred to Borrower to, but excluding, the date on which such Loaned Securities are returned to Lender.

5.2 Unless otherwise agreed, any Loan Fee and ancillary charges payable hereunder shall be payable upon successful return of the Loaned Securities by Borrower.

6. TERMINATION OF THE LOAN

Unless otherwise agreed,

- (a) Borrower may terminate a Loan on any Business Day by giving notice to Lender and transferring the Loaned Securities to Lender before the Cutoff Time on such Business Day, and
- (b) Lender may terminate a Loan on a termination date established by notice given to Borrower prior to the close of business on a Business Day. The termination date established by a termination notice given by Lender to Borrower shall be a date no earlier than the standard settlement date for trades of the Loaned Securities entered into on the date of such notice.

Unless otherwise agreed, Borrower shall, on or before the Cutoff Time on the termination date of a Loan, transfer the Loaned Securities to Lender; provided, however, that upon such transfer by Borrower, Lender shall transfer the Collateral (as adjusted pursuant to Section 8) to Borrower in accordance with Section 4.5.

7. DISTRIBUTIONS AND CORPORATE ACTIONS

7.1 Lender shall be entitled to receive all distributions made on or in respect of the Loaned Securities which are not otherwise received by Lender, to the full extent it would be so entitled if the Loaned Securities had not been lent to Borrower.

7.2 Any cash distributions made on or in respect of the Loaned Securities, which Lender is entitled to receive pursuant to Section 7.1, shall be paid by the transfer of cash to Lender by Borrower, on the date any such distribution is paid, in an amount equal to such cash distribution. Non-cash distributions received by Borrower shall be added to the Loaned Securities on the date of

distribution and shall be considered such for all purposes, except that if the Loan has been terminated, Borrower shall forthwith transfer the same to Lender.

- 7.3 Borrower shall be entitled to receive all cash distributions made on or in respect of non-cash collateral which are not otherwise received by Borrower, to the full extent it would be so entitled if the collateral had not been transferred to Lender. Any distributions of cash made on or in respect of such collateral which Borrower is entitled to receive hereunder shall be paid by the transfer of cash to Borrower by Lender, on the date any such distribution is paid, in an amount equal to such cash distribution.

8. MARK TO MARKET

- 8.1 Lender shall daily mark to market any Loan hereunder and, in the event that at the close of trading on any Business Day, the market value of the collateral for any Loan to Borrower shall be less than 100% of the market value of all the outstanding Loaned Securities subject to such Loan, Borrower shall transfer additional collateral no later than the close of the same Business Day so that the market value of such additional collateral, when added to the market value of the other collateral for such Loan, shall equal to at least 100% of the market value of the Loaned Securities.
- 8.2 In addition to any rights of Lender under Section 8.1, in the event that at the close of trading on any Business Day the aggregate market value of all collateral for Loans by Lender shall be less than the Margin Percentage of the market value of all the outstanding Loaned Securities subject to such Loans (a "Margin Deficit"), Lender may, by notice to Borrower, demand that Borrower transfer to Lender additional collateral so that the market value of such additional collateral, when added to the market value of all other collateral for such Loans, shall equal or exceed the agreed upon Margin Percentage of the market value of the Loaned Securities. Unless otherwise agreed, such transfer is to be made no later than the close of the same Business Day following Lender's notice to Borrower.
- 8.3 In the event that at the close of trading on any Business Day the market value of all collateral for Loans to Borrower shall be greater than the Margin Percentage of the market value of all the outstanding Loaned Securities subject to such Loans (a "Margin Excess"), Borrower may, by notice to Lender, transfer to Borrower such amount of the collateral to Borrower so that the market value of the collateral for such Loans, after deduction of such amounts, shall thereupon not exceed the Margin Percentage of the market value of the Loaned Securities. Unless otherwise agreed, such transfer is to be made no later than the close of the same Business Day following Borrower's notice to Lender.

9. CONDITION PRECEDENT FOR EXECUTION OF BORROWER IS REQUEST FOR LOANED SECURITIES

- 9.1 The borrower is only entitled to borrow eligible securities in the event that the borrower fails to close off his/her/its IDSS positions and the sole purpose of the request to borrow is merely to facilitate borrower to deliver shares under Fixed Delivery Settlement System ("FDSS") in view of their failure to cover back their short selling during the day.
- 9.2 Prior to undertaking the securities borrowing for the Borrower, the Borrower shall duly communicate to his/her/its dealer's representative on such intention to borrow the eligible securities otherwise Lender is not obliged to execute securities borrowing for the borrower.

10. TENURE OF BORROWING

- 10.1 Upon the loaned securities are successfully credited into borrower's Central Depository Securities Account, Lender will automatically buy back the loaned securities from the market for returning to the Lender on the same market day without so informing or notifying the borrower in any manner.

11. SETTLEMENT AND RISK MANAGEMENT

- 11.1 The cost of securities borrowing transactions and the return of such loaned securities shall be determined and settled in such manner as specified by Lender from time to time.
- 11.2 The cost of buying the loaned securities from the market shall be duly debited to borrower's Trading Account together with any ancillary cost and Good and Services Tax in relation to the securities borrowing as specified in Section 5.
- 11.3 The transactions under Securities Borrowing Business may be subject to such collateral margins (pursuant to Section 4) and position limits as may be specified by Lender from time to time.
- 11.4 Failure to deliver funds and / or securities to top up as collateral margin of loaned securities shall be subject to Lender's rejection to execute the request of securities borrowing for Borrower.
- 11.5 Regulatory requirements and/or the covenants of borrower's Account Application Form shall apply to the Securities Borrowing Business to the extent applicable.
- 11.6 The borrower acknowledges and agrees that his/her/its request for securities borrowing is subject to availability of loaned securities and Lender is not obliged to deliver the quantities of securities as per borrower's borrowing request in full.
- 11.7 The borrower acknowledges and agrees that the securities borrowed may be credited in full or in partial to the request of borrower's original request and the borrower shall not hold Lender responsible to deliver the balance of the securities intended to be borrowed by borrowers and shall not hold Lender responsible for any potential loss for failure to deliver the borrowed shares in the intended quantities.

12. INDEMNITY

- 12.1 The borrower shall, at its own cost and expense, indemnify, defend or at its option settle and hold Lender free and harmless from and against including but not limited to any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of securities borrowing transactions.

13. DISCLAIMER

- 13.1 Lender's obligation shall be limited to providing a platform for borrowing of securities, and nothing herein contained shall constitute an obligation on the part of Lender to ensure that any particular securities or any type or quantity of securities are available for borrowing by borrower.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of Malaysia.
- 14.2 In relation to any legal action or proceedings to enforce this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

15. GENERAL

15.1 No Waiver

Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall not constitute a waiver by Lender of any other right, remedy or power.

15.2 Effective Date

This Agreement shall be effective as of the date first set forth above once executed by or on behalf of both Parties and with immediate effect the borrower shall be eligible to participate in the Securities Borrowing Transactions subject to fulfillment of the provisions and stipulations of the Regulatory Requirements.

15.3 Headings

The headings of the clauses are used for the purpose of convenience only and shall not affect the construction of the clauses on this Agreement.

15.4 Stamp Duty

Stamp duty, if any, applicable / payable on this Agreement, shall be borne by the Borrower.

16. DEFINITIONS AND INTERPRETATIONS

For the purposes hereof:

- 16.1 “**Business Day**” means a day (other than Saturdays, Sundays and public holidays) on which banks and securities markets are open for businesses in Kuala Lumpur.
- 16.2 “**Clearing House**” means Bursa Malaysia Securities Clearing Sdn Bhd or any other clearing house approved for the purpose of clearing and settlement of securities.
- 16.3 “**Collateral**” means such securities or financial instruments or transfers of currency as referred to in Schedule 1 as being acceptable or any combination thereof as agreed between the Lender and the Borrower in relation to any Loan and which are delivered by the Borrower to the Lender in accordance with this Agreement
- 16.4 “**Cutoff Time**” shall mean a time on a Business Day by which a transfer of cash, securities or other property must be made by Borrower or Lender to the other, as shall be agreed by Borrower and Lender.

16.5 “**Eligible Securities**” means the securities prescribed by the Clearing House from time to time as approved for lending or borrowing.

16.6 “**Loan**” means each transaction, constituted by the Lender lending to the Borrower the Loan Securities pursuant to this Agreement.

16.7 “**Loan Securities**” means the Eligible Securities which may be borrowed by the Borrower from the Lender pursuant to the terms and conditions in this Agreement.

16.8 “**Market Value**” means:

- (a) in relation to the valuation of Loan Securities or Collateral:
 - (i) such price as is equal to the market quotation for the mid price of such Loan Securities or Collateral as derived from a reputable pricing information service reasonably chosen in good faith by Lender; or
 - (ii) if unavailable the market value thereof as derived from the mid price or rate bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by Lender.

16.9 “**Parties**” means Lender and Borrower and Party shall be construed accordingly;

IN WITNESS WHEREOF, the parties hereto have caused this Securities Lending Agreement to be executed as of the date set forth above.

Signed for and on behalf of)
UOB Kay Hian Securities (M) Sdn Bhd)
 (as **Lender**) in the presence of:)
) Name:
) Designation:
)

Signed by)
 (as **Borrower**))
 in the presence of:)
)
)
)

Schedule 1

(to be read and construed as part of the Securities Lending Agreement)

1. COLLATERAL

- 1.1 The securities, financial instruments and deposits of currency set out in the table below with a cross marked next to them are acceptable forms of Collateral under this Agreement.
- 1.2 Unless otherwise agreed between the Parties, the Market Value of the Collateral delivered pursuant to Clause 4 (*Collateral*) by the Borrower to the Lender under the terms and conditions of this Agreement shall on each Business Day represent not less than the Market Value of the Loan Securities, referred to in this Agreement as the *Margin*.
- 1.3 Any other collateral to be pledged by Borrower shall be agreed upon by the Lender at its own discretion from time to time.

Security/Financial Instrument/Deposit of Currency	Mark "X" if acceptable form of Collateral
Cash Collateral in Malaysian Ringgit	X
Negotiable debt obligations issued by the Government of Malaysia	X
Equities (subject to Lender's absolute discretion)	X