

**Terms And Conditions Of PB Sharelink - Share Trading Service****1. Purpose**

You shall use the Service only to deal in securities (“Securities”) that are listed for quotation and dealing on Bursa Malaysia or on any other stock exchanges approved by Public Bank Berhad (“Approved Stock Exchange”).

**2. Settlement Account**

2.1 The Service is available through a Settlement Account to be opened by you with Public Bank Berhad (the Bank) subject to the Bank’s prevailing terms and conditions.

2.2 In case you are an individual, the Bank will pay you interest on the amount of available fund standing to the credit of your Settlement Account (“Available Fund”) at such rate of interest as indicated from time to time whether by way of direct correspondence with you or through the media.

2.3 As this is not a credit facility, you shall be obliged to settle in full all outstanding purchase contracts made pursuant to this account in accordance with the Fixed Delivery and Settlement System prescribed by Bursa Malaysia and in adherence with the terms and conditions herein.

2.4 All purchases of Securities shall be made with your Available Fund inclusive of brokerage and other related costs that you may utilise to make purchases of Securities at any time through your Settlement Account.

2.5 Immediately upon the purchase orders being made, an amount of the Available Fund that is equivalent to the total purchase price of the Securities together with all related costs and expenses shall be earmarked by the Bank pending settlement of the transaction and shall not be available for withdrawal by you.

**3. Dealing in Securities**

3.1 All dealings in Securities carried out by you or on your behalf shall be executed through Public Investment Bank Bhd. or such other stockbroker as the Bank may in its absolute discretion decide (“Stockbroker”), which Stockbroker shall be made known to you. For the purpose thereof, the Bank shall be irrevocably authorised to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by you or by the Stockbroker to utilise the Settlement Account for the purpose of settlement of all dealings in Securities (including payment of all charges, interest and applicable taxes, if and when the same shall become chargeable and penalties imposed by the Bank and/or the Stockbroker in connection therewith) carried out by you or on your behalf under the Service.

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- 3.2 All Securities purchased under the Service shall be deposited and held for you in a CDS (Central Depository System) account to be maintained by Public Nominees (Tempatan) Sdn. Bhd. or Public Nominees (Asing) Sdn. Bhd. as your nominee.
- 3.3 Unless otherwise advised in writing by the Bank, direct sale of Securities is not permitted under the Service. Any instruction to sell Securities will be carried out under the Service only if the Securities are already in the CDS Account maintained by Public Nominees (Tempatan) Sdn. Bhd. or Public Nominees (Asing) Sdn. Bhd. as abovementioned at the time the instruction is given to the Bank. Where direct sale is permitted by the Bank, you shall ensure that the Securities sold by way of direct sale are transferred to the CDS account referred to in Clause 3.2 above and are accorded 'free status' in time to enable the sale to be settled. For the purpose hereof, 'direct sale' shall mean sale of Securities which at the time of the sale have not been credited into the CDS account of the seller.

**4. Mortgage of Securities**

- 4.1 The Securities and all monies held on your behalf under the Service ("Mortgaged Securities"), shall be charged to the Bank as security agent for itself and the Stockbroker as continuing security for the payment or discharge of all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time hereafter be due, owing or incurred by you to the Bank and/or the Stockbroker. For the purpose thereof, all the Mortgaged Securities shall be held in a pledged securities account of the Bank.
- 4.2 It shall be lawful for the Bank at any time or times hereafter during the continuance of this Service without any notice to or any further consent or concurrence by you to sell the mortgaged securities or any of them in such manner and upon such terms and conditions generally as the Bank shall think fit and to apply the net proceeds of any such sale in or towards the repayment of amount owing. The Bank shall not be responsible for any loss if any, in the sale of the mortgaged securities or for any loss or depreciation in value of any such charged security arising from or through any cause whatsoever. You expressly and irrevocably agree that the judgement and discretion of the Bank in respect to the timing, price and terms of sale of the mortgaged securities shall be absolutely final, binding and conclusive and shall not be questioned by you on any account whatsoever.
- 4.3 The Bank reserves the right at any time and from time to time to require you to furnish additional security and/or to substitute any existing security. All cost incurred thereto shall be borne by you.

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The Bank reserves the right to:

- 5.1 vary the terminology herein, the rate of interest (including the default rate, margin and the Base Lending Rate or the Base Rate, as the case maybe);
- 5.2 vary its valuation of the Mortgaged Securities from time to time;
- 5.3 request for additional and/or substituted security if at any time the Bank considers the security given to be inadequate;
- 5.4 vary the Service and/or vary the terms and conditions herein at any time with twenty one (21) calendar days prior notice.

The decision of the Bank shall be final and conclusive and shall not be questioned on any account whatsoever.

**6. Withdrawal of Securities**

Subject always to you having paid in full all unpaid purchase contracts, you may withdraw any part of the Securities in the Settlement Account subject to the following terms:

- 6.1 in the case of Mortgaged Securities, with the prior written approval of the Bank (which may be given or refused at the Bank's absolute discretion);
- 6.2 three (3) business days prior notice is given to the Bank;
- 6.3 the withdrawal would not breach any terms and conditions governing the Service; and
- 6.4 you pay the fee prescribed by the Bank and/or the Bursa Malaysia Depository Sdn. Bhd. from time to time in connection therewith and further bear all costs of such withdrawal.

**7. Right of Set-Off and Cross Consolidation**

The Bank may:

- 7.1 at any time with prior notice combine or consolidate all or any of your accounts including accounts in the name of the Bank or in your name jointly with others (whether current deposit Facility or of any other nature whatsoever whether in Ringgit or in any other currency) wheresoever situated and set-off or transfer

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any sum standing to the credit of any moneys obligations and liabilities owing to the Bank whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which you are liable with the existing currency so converted; and

- 7.2 consolidate all or any of your accounts with the Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Berhad and set-off or transfer any sum standing to the credit of any one or more such accounts towards satisfaction of any of your liabilities with the Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Berhad. The Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Berhad shall also have a lien over the security of any loan account/facility to cover your borrowings with the Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Berhad of any other account under consolidation.

**8. Review**

The Service is subject to review in such manner and as such time as the Bank deems fit from time to time and the Bank expressly reserves the right to terminate the Service at any time with seven (7) calendar days prior notice at its absolute discretion.

**9. Closure of Dormant CDS Account**

Upon receipt of a notification from Bursa Malaysia Depository Sdn Bhd that your CDS Account is to be closed as the said CDS Account has been dormant with a zero or nil balance, the Bank reserves the right to close the Settlement Account linked to the CDS Account with seven (7) calendar days prior notice to you.

**10. Documentation**

- 10.1 The Service shall be available for utilisation upon completion of all such documentations as required by the Bank in form and substance satisfactory to the Bank and all formalities relating to the terms and conditions herein contained to the satisfaction of the Bank.

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10.2 You shall complete the following documents to the satisfaction of the Bank:

- i. The Letter of Offer
- ii. Memorandum of Deposit /Letter of Set-Off
- iii. Nominees Agreement

10.3 You shall, if required by the Bank at any time and from time to time, execute such other documents which but would not be limited to the terms and conditions contained in the Letter of Offer.

**11. Appointment of Bank as Your Agent**

You hereby appoint the Bank to be your agent for all matters relating to the Settlement Account and authorise the Bank to do such things relating thereto for and on your behalf including, but not limited to:

- 11.1 opening a trading account with the Stockbroker,
- 11.2 opening an account with the Bursa Malaysia Depository Sdn. Bhd.;
- 11.3 placing orders for sale and purchase of Securities; and
- 11.4 making and receiving payment for sale and purchase of Securities hereunder.

**12. Terms and Conditions Prescribed by Stockbroker**

- 12.1 You agree to be bound by any terms and conditions that may be imposed by the Stockbroker from time to time which shall include but not be limited to the terms and conditions prescribed herein.
- 12.2 You agree to be bound by the Rules and Regulations of the Approved Stock Exchange and any relevant regulatory body governing the purchase and sale of the Securities quoted on the Approved Stock Exchange as may be in force from time to time.
- 12.3 As investment in Securities involves risks, you agree that the Stockbroker shall have the right at any time to limit purchases or sales ordered by you.
- 12.4 If the Stockbroker shall be required to institute buying-in/selling-out in connection with any dealings carried out for you or on your behalf, you shall settle with the Stockbroker immediately available funds and within such period as may be stipulated by the Stockbroker such difference and charges in relation thereto, failing which you shall be liable to pay interest to the Stockbroker at such rate as it shall in its sole discretion prescribe. Every order to sell implies

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that you have represented that you are in a position to deliver the relevant Securities. If the Securities are not delivered to the Bank or the Stockbroker or the Securities are not transferred into the Central Depository System (CDS) account as designated by the Bank within the time prescribed herein or in any event within sufficient time to enable settlement of the transaction in accordance with the rules and regulations of the Approved Stock Exchange, the Stockbroker is entitled to institute "buying-in" immediately. In either event, if the buying-in price exceeds the selling price, you shall forthwith settle with the Stockbroker in immediately available funds such difference and charges in relation thereto, failing which you shall be liable to pay interest to the Stockbroker at such rate as it shall in its sole discretion prescribe.

12.5 The Stockbroker may in its sole discretion close your trading account by notice in writing to you or to the Bank as your agent, and require payment of any amounts due from you to it.

**13. Authorisation to the Bank**

You hereby agree that:

13.1 the Bank is authorised to disclose to the Stockbroker pertinent information relating to yourself and the Service granted herein;

13.2 the Bank shall be entitled to assume that any requests for payment and other notices and or instructions received by it whether from you or the Stockbroker are genuine and shall be under no duty to make enquiries to ensure that the instructions are in fact genuine or to enquire into the purpose for which any payment requested by the Stockbroker is required and the Bank shall not be responsible or liable for any withdrawal/debit or otherwise made by the Bank pursuant to such notices and/or instructions; and

13.3 you agree that the Bank, the Stockbroker and their employees and agents do not hold themselves out as investment advisers. All your sale and purchase instructions are your independent decisions. The Bank shall not be liable for any loss arising from your trading activities, or from or out of any act or omission of the Stockbroker, its agents and employees or other persons employed by the Bank or the Stockbroker in the sale and purchase of the Securities.

13.4 pursuant to Clause 5 hereinabove, the Bank retains its right to vary such terms and/or conditions or other aspects of the Service at any time, with twenty one (21) calendar days prior notice, and in its sole and absolute discretion without giving any reason therefor.

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If, as a result of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Bank with any applicable directive, request, requirement or policy (whether or not having the force of law and whether internally issued or otherwise) will impose on the Bank any condition, burden or obligation, then the Bank's commitment to make or maintain the Service will end upon notice to you of the happening of such event after becoming aware thereof.

**15. Disclosure**

You hereby consent and authorise the Bank to disclose from time to time any information relating to you and the Service:

15.1 You understand that in order to provide or continue to make available the Service your personal or credit information, and that of the security party, if any, may be disclosed to, shared with or received from relevant third parties, bodies, bureau, corporation or credit reporting agencies more particularly stated below. The Bank will not be able to provide or continue to provide you with the Service unless the Bank can disclose, share with or receive such personal or credit information from the said relevant third parties.

15.2 You hereby consent and authorise that your personal and credit information relating to the Service granted to you or to be granted to you or agreed to be granted to you or hereafter may be agreed to be granted to you may be forwarded or made known by the Bank to the security party, if any, or the companies in the PBB Group including Public Islamic Bank Berhad and Public Investment Bank Berhad for the purposes and to give effect to the terms of this Service.

15.3 You hereby consent and authorise that all information relating to the Service granted to you may be forwarded to the Stockbroker, Public Investment Bank Berhad, Bursa Malaysia Berhad or Bursa Malaysia Depository Sdn. Bhd., the Companies Commission of Malaysia, the Share Registrar and/or the company secretary of companies whose shares are quoted on Bursa Malaysia or any bureau or agencies established or approved by Bank Negara Malaysia (BNM) or registered and licensed under the Credit Reporting Agencies Act 2010 including the Central Credit Bureau, the Borrower Loans Information System, Dishonoured Cheque Information System (DCheqs), Central Credit Reference Information System (CCRIS), FIS Data Reference Sdn. Bhd. (FIS), RAM Credit Information Sdn. Bhd. (RAMCI), CTOS Data Systems Sdn. Bhd. (CTOS), Credit Bureau Malaysia Sdn. Bhd. (CBM), Dun & Bradstreet (Malaysia) Sdn. Bhd. (D&B), Basis Corporation Sdn. Bhd. (Basis) and other

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such bodies, bureau, corporations or credit reporting agencies, as the case may be, for the purpose of collecting information from financial institutions regarding facilities granted or accounts maintained with such financial institutions.

- 15.4 You further agree that the Bank shall not in any event be liable for any claim, loss, damage or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reason whatsoever relating to any information forwarded by the Bank as aforesaid to anybody or authority or bureau established by BNM including the Central Credit Bureau, DCheqs and CCRIS or such other bodies, bureau, corporations or credit reporting agencies, as the case may be, or in relation to any access or use, or the inability to access or use by any such body authority or bureau or corporation established by BNM or credit reporting agencies or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

**16. Compliance with the Laws of Malaysia**

The agreement of the Bank to make or continue to make available the Service is conditional upon and subject at all times to the compliance with the Bank Negara Malaysia Guidelines on Credit Transactions and Exposures with Connected Parties and the Public Bank Group's Credit Policy on Credit Facilities and Exposures to Connected Parties or Section 225 of the Companies Act 2016. You undertake to declare to the Bank in the event you are a "connected party" as defined under the said Guidelines or Policy or if any such relationship arises in the future. If at any time during the currency of the Service the Bank discovers that there had been any contravention of the Guidelines or the Policy, the Bank reserves the right to terminate or recall the Service. Upon being aware of any contravention of the Guidelines or Policy you shall forthwith inform the Bank of such contravention.

**17. Incidental Expenses**

- 17.1 All legal and professional fees, stamp duties, registration fees and applicable taxes, when and if the same becomes chargeable, and any other out-of-pocket expenses incurred pursuant to this Service shall be borne by you.
- 17.2 All costs and expenses incurred by the Bank including legal costs on solicitor/client basis in enforcing any terms or condition or in obtaining payment of any sum due and payable shall be borne by you. The Bank may debit any of your accounts with any sum payable by you under the Service.



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**18. Currency of Service**

All sums of money herein offered and to be received by the Bank shall be in Ringgit Malaysia (RM).

**19. Notices**

Any notice to you which may be required to be in writing shall be deemed to be sufficiently served if:

19.1 sent to you by ordinary post to your last known address in the Bank's records, or

19.2 advertised once in any newspaper;

19.3 displayed in the Bank's premises; and/or

19.4 posted on the Bank's website.

**20. Independent Legal Advice**

You are advised to seek independent legal advice before executing this Letter of Offer and any of the documents prepared by the Bank.

**21. Provision for Joint Facility Account**

If the Service has been offered to two persons, the liability of each of you shall be joint and several. The Bank is authorised to act on instructions from either of you regarding the operations of the Settlement Account. In the event of death either of you, subject to the rights of force-selling and set-off of the Bank, the survivor shall be authorised to withdraw any credit balances in the Settlement Account and any of the Securities and/or other stocks and shares held by the Bank or its nominees for your account hereunder.

**22. Letter of Offer to Prevail**

This Letter of Offer shall form part of the legal documents executed in relation to this Service.

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