

6. Terms and Conditions For Application For Electronic Payment For Shares

1. All customers who wish to open a trading account must open and maintain a savings/current account with either Baiduri Bank Berhad or Baiduri Finance Berhad ("designated Bank Account") for the purposes for making payments for trading transactions and crediting of sales proceeds.

2. Baiduri Capital shall be entitled, but not bound, from time to time to pay the sales proceeds (the "sales proceeds") arising from the transactions effected through the Trading Account to the customer's designated Bank Account. Baiduri Capital may, at its option, elect to pay you the sales proceeds by cheque and such election shall be binding on you.

3. No payments shall be made by Baiduri Capital to the designated Bank Account through the Electronic Payment For Shares service (the "service") on Saturdays or half business days of the Participating Banks or Baiduri Capital.

4. Baiduri Capital shall be entitled, but not bound, from time to time to:

a) Deem and treat any payments made by you from time to time through the service (the "electronic payment") as being paid on the market day following the date of the electronic payment.

b) Apply all or any amounts received pursuant to the electronic payment in payment of outstanding purchases (the "outstanding contracts") made through the Trading Account in chronological order so that the outstanding contract for which payment is due first will be settled first, notwithstanding any instructions from you as to how the electronic payment is to be applied; and

c) Set-off or any amounts received pursuant to the electronic payment against all or any amounts due and owing by you to Baiduri Capital before applying the said electronic payment to settle any outstanding contracts, notwithstanding any instructions from you as to which outstanding contract the electronic payment is to be applied.

5. Baiduri Capital and the Participating Bank, are not responsible for any errors, inaccuracies or omissions (the "omissions") in the information that may be displayed or transmitted by the Participating Bank to you for the purpose of making electronic payments through the service such as the contract statement numbers and the amounts due thereunder. Your liability to Baiduri Capital for all and any amounts owing to Baiduri Capital shall be unaffected by the omissions.

- a) You shall remain liable to Baiduri Capital for all and any amounts owing to Baiduri Capital howsoever arising from transactions effected through the Trading Account until full payment is received by Baiduri Capital.

- b) An electronic payment shall be deemed to be received by Baiduri Capital if Baiduri Capital's bank account is credited with the electronic payment. An instruction to the Participating Bank to debit the designated Bank Account and/or to transfer any amount from the designated Bank Account to Baiduri Capital shall not constitute payment to Baiduri Capital.
- c) Nothing herein shall prejudice or preclude Baiduri Capital from exercising its rights to recover any amounts due and owing to Baiduri Capital howsoever arising from transactions effected through the Trading Account, including the right to force-sell securities purchased under outstanding contracts, until Baiduri Capital has received full payment therefor.
- d) Where Baiduri Capital has exercised its rights to force-sell any securities, Baiduri Capital shall be entitled to apply all or any amounts received pursuant to the electronic payment in accordance with condition 4(c) hereof.

7. Neither Baiduri Capital, the Participating Bank nor their respective agents shall be liable for any loss, consequential loss, damages, costs and charges suffered by me or any other party as a result of any failure by the Participating Bank to credit payment of the sales proceeds into the designated Bank Account or as a result of any failure by the Participating Bank to transfer any electronic payment from the designated Bank Account to Baiduri Capital or as a result of any malfunction, partial or total failure of any machine, data processing system, electronic transmission or communications system or arising from causes or circumstances beyond the control of Baiduri Capital, the Participating Bank or their respective agents.

8. Baiduri Capital and/or its agent's records of the instructions, operations or transactions made or performed, processed or effected through the service by Baiduri Capital and/or its agent or by or purported to be by you or by the Participating Bank shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the instructions, operations or transactions.

9. Baiduri Capital shall be entitled to add, vary, rescind or amend any or all these terms and conditions at any time at its discretion.