

Date:

Name of client  
Trading Account  
Client's Correspondence Address

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To:

CGS-CIMB Securities Sdn Bhd ["CGS-CIMB"]  
(formerly known as Jupiter Securities Sdn. Bhd.) (48703-W)  
Level G, Tropicana City Office Tower,  
No 3, Jalan SS20/27,  
47400 Petaling Jaya,  
Selangor

**Dear Sirs,**

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## **SECURITIES BORROWING AND LENDING FOR INTRA DAY SHORT SELLING**

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The purpose of this letter ("**Agreement**") is to set forth the terms and conditions of securities borrowing and lending transaction (each, a "**Loan**") entered or to be entered into between CGS-CIMB as the lender and me/us (the "**Borrower**") for the purposes of settlement of Potential Failed Trades.

In each Loan, CGS-CIMB agrees to lend Eligible Securities against the transfer of Collateral by the Borrower. Simultaneously, the Borrower agrees to return the Eligible Securities against the transfer of equivalent Collateral to CGS-CIMB on a future agreed date.

Capitalised terms in this letter shall bear the meanings assigned to them in the following Definitions, set out below.

### **1.0 Definitions**

"**Business Day**" means a Trading Day;

"**Clearing House**" means Bursa Malaysia Securities Clearing Sdn Bhd or any other clearing house approved for the purpose of clearing and settlement of securities;

"**Close of Business**" means the time at which the relevant banks, Clearing House or depositories close in the business centre in which payment is to be made or Eligible Securities or Collateral is to be delivered;

"**Collateral**" means cash in relation to any Loan and which are delivered by the Borrower to CGS-CIMB in accordance with this Agreement;

"**Eligible Securities**" means such securities as the Clearing House may prescribe as being eligible for securities lending or borrowing;

**Equivalent** or **equivalent to** in relation to any Loaned Securities provided under this Agreement means securities of an identical type, nominal value, description and amount to particular Loaned Securities so provided. If and to the extent that such Loaned Securities consists of securities that are partly paid or have been converted, subdivided, consolidated, made the subject of a takeover, rights of pre-emption, rights to receive securities or a certificate which may at a future date be exchanged for securities, the expression shall include such securities or other assets to which CGS-CIMB is entitled following the occurrence of the relevant event, and, if appropriate, the giving of the relevant notice in accordance with

paragraph 2.7.4 and provided that the Borrower have paid to CGS-CIMB all and any sums due in respect thereof.

In the event that such Loaned Securities have been redeemed, are partly paid, are the subject of a capitalisation issue or are subject to an event similar to any of the foregoing events described in this paragraph, the expression shall have the following meanings:

- (a) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;
- (b) in the case of a call on partly-paid securities, securities equivalent to the relevant Loaned Securities, provided that the Borrower shall have paid to CGS-CIMB, in respect of Collateral, an amount of money equal to the sum due in respect of the call;
- (c) in the case of a capitalisation issue, securities equivalent to the relevant Loaned Securities, together with the securities allotted by way of bonus thereon;
- (d) in the case of any event similar to any of the foregoing events described in this paragraph, securities equivalent to the Loaned Securities or the relevant Collateral, as the case may be, together with or replaced by a sum of money or Securities or other property equivalent to that received in respect of such Loaned Securities or Collateral, as the case may be, resulting from such event;

**"IDSS"** means Intraday Short Selling as regulated by Bursa Malaysia Securities Berhad;

**"Income"** means any interest, dividends or other distributions of any kind whatsoever with respect to any Eligible Securities;

**"Loaned Securities"** means the Eligible Securities which are borrowed by the Borrower from the Lender pursuant to this Agreement;

**"Market Value"** in relation to the valuation of Eligible Securities means:

- (i) such price as is equal to the market quotation for the bid price of such Eligible Securities or Collateral as derived from a reputable pricing information service chosen in good faith by CGS-CIMB; OR
- (ii) if unavailable, the market value of Eligible Securities or Collateral thereof as derived from the prices or rates bid by a reputable dealer for the relevant instrument chosen in good faith by CGS-CIMB in each case at Close of Business on the previous Business Day;

**"Potential Failed Trades"** means the short selling of Eligible Securities by the Borrower pursuant to the terms of trading in respect of IDSS via CGS-CIMB as the broker which were not closed off with a buy position on the same day as the selling;

**"Settlement Date"** means the date upon which the Eligible Securities are due to be transferred to Borrower in accordance with this Agreement;

**"Trading Day"** means a day Bursa Malaysia Securities Berhad is open for trading.

## **2.0 Loan of Securities**

2.1 Subject to clause 2.2 below, CGS-CIMB will lend the Eligible Securities to the Borrower, and the Borrower will borrow the Eligible Securities from CGS-CIMB in accordance with the terms and conditions of this Agreement. The terms of each Loan shall be agreed prior to the commencement of the relevant Loan either orally or in writing (including any agreed form of electronic communication) and confirmed in such form and on such basis as shall be agreed between the parties. Any confirmation produced by a party shall not supersede or prevail over the prior oral, written or electronic communication (as the case may be).

2.2 CGS-CIMB shall not be obliged to lend Eligible Securities to the Borrower until and unless the Borrower deposits Collateral with CGS-CIMB, in the amounts and at the time as may be agreed upon between the parties. Upon the delivery of the Eligible Securities to the Borrower, the Loan shall be taken as having been granted by CGS-CIMB to the Borrower.

### 2.3 **Delivery of Eligible Securities**

- 2.3.1 Unless otherwise agreed, Lender shall deliver Eligible Securities to the Borrower by the time and date specified as agreed by the parties for the commencement of the Loan.
- 2.3.2 On the commencement of the Loan, CGS-CIMB shall be entitled to charge the Borrower a fee in accordance with Clause 2.6 below. All fees payable by the Borrower shall be paid in full on the return of Loaned Securities in accordance with Clause 2.8 below. CGS-CIMB's fees exclude applicable indirect or consumption taxes or levies in whatever name or form which may be imposed by the Government of Malaysia from time to time, (including but not limited to Sales and Services Tax and/or Service Tax) ("Taxes").

### 2.4 **Collateral**

- 2.4.1 In accordance with CGS-CIMB's instructions, the Borrower undertakes to deposit with CGS-CIMB the Collateral prior to delivery of the Eligible Securities to which the Loan relates and in any event no later than Close of Business on the Settlement Date.

### 2.5 **Marking to Market**

Unless otherwise agreed between the Parties:-

- 2.5.1 The Collateral delivered to or deposited with CGS-CIMB against all Loans outstanding shall not be less than 110% of the Market Value of the Loaned Securities; and
- 2.5.2 If at any time on any Business Day the Collateral against all Loans outstanding falls below 110% of the Loaned Securities, the Borrower shall, on demand, deposit additional Collateral to Lender no later than the close of the same Business Day so as to eliminate the deficiency.

### 2.6 **Fees for Loaned Securities**

The Borrower shall pay CGS-CIMB the following fees:

- (a) Ringgit Malaysia One Thousand (RM1,000.00) being the minimum fee required for each Loaned Securities or an amount equal to 12.5% p.a. of each Loaned Securities based on the daily marked to market value of each Loaned Securities calculated from the date of the commencement of the Loan until the Loaned Securities is returned to CGS-CIMB; and
- (b) Any other charges, including depository (CDS) transfer fees for each Loaned Securities.

### 2.7 **Distributions and Corporate Actions**

- 2.7.1 CGS-CIMB shall be entitled to receive all Income in respect of the Loaned Securities to the full extent CGS-CIMB would be so entitled if the Loaned Securities had not been lent to the Borrower.
- 2.7.2 Any cash Income in respect of the Loaned Securities, which CGS-CIMB is entitled to receive pursuant to Section 2.7.1 above, shall be paid by the transfer of cash to CGS-CIMB by the Borrower, on the date any such Income is paid, in an amount equal to such cash Income. Non-cash Income received by the 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 terminated, the Borrower shall forthwith transfer the same to Lender.

2.7.3 In this paragraph, references to an amount of Income **received** by CGS-CIMB in respect of any Loaned Securities (or non-cash Collateral, if any) shall be to an amount received from the issuer after any applicable withholding or deduction for or on account of Taxes.

2.7.4 Where, in respect of any Loaned Securities, any rights relating to conversion, sub-division, consolidation, pre-emption, rights arising under a takeover offer, rights to receive securities or a certificate which may at a future date be exchanged for securities or other rights, including those requiring election by the holder for the time being of such Loaned Securities, become exercisable prior to the delivery of Equivalent Securities, then CGS-CIMB may, within a reasonable time before the latest time for the exercise of the right or option give written notice to the Borrower that on delivery of Equivalent Securities, it wishes to receive Equivalent Securities in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice.

## 2.8 Return of Loaned Securities

2.8.1 The Borrower shall return the Loaned Securities within six (6) Business Days after the occurrence of the Potential Failed Trades using the Equivalent Securities or any other period as agreed by CGS-CIMB in writing (including any agreed form of electronic communication).

## 3.0 Lender's right to terminate a Loan

3.1 Subject to paragraph 6.0 and the terms of the relevant Loan, CGS-CIMB shall be entitled to terminate a Loan and to call for the delivery of all or any equivalent Loaned Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such equivalent Loaned Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered. The Borrower shall deliver such equivalent Loaned Securities not later than the expiry of such notice in accordance with Lender's instructions.

### Delivery of Equivalent Loaned Securities on termination of a Loan

3.2 The Borrower shall procure the delivery of equivalent Loaned Securities to the Lender or deliver equivalent Loaned Securities in accordance with this Agreement and the terms of the relevant Loan on termination of the Loan. For the avoidance of doubt any reference in this Agreement or in any other agreement or communication between the parties (howsoever expressed) to an obligation to deliver or account for or act in relation to Loaned Securities shall accordingly be construed as a reference to an obligation to deliver or account for or act in relation to equivalent Loaned Securities.

### Delivery of Equivalent Collateral on termination of a Loan

3.3 On the date and time that equivalent Loaned Securities are required to be delivered by the Borrower on the termination of a Loan, CGS-CIMB shall simultaneously (subject to paragraph 2.5, if applicable) repay to the Borrower any cash Collateral respect of such Loan. For the avoidance of doubt any reference in this Agreement or in any other agreement or communication between the parties (however expressed) to an obligation to deliver or account for or act in relation to Collateral shall accordingly be construed as a reference to an obligation to deliver or account for or act in relation to equivalent Collateral.

## 4.0 Failure to Deliver - Borrower's Failure to Deliver Equivalent Securities

4.1 If the Borrower fails to deliver equivalent Loaned Securities in accordance with paragraph 3.0 CGS-CIMB may:

- (a) elect to continue the Loan (which, for the avoidance of doubt, shall continue to be taken into account for the purposes of paragraph 2.5); or

- (b) at any time while such failure continues, by written notice to the Borrower, declare that that Loan (but only that Loan) shall be terminated immediately in accordance with paragraph 6.2 as if (i) an Event of Default had occurred in relation to the Borrower, (ii) references to the Termination Date were to the date on which notice was given under this sub-paragraph, and (iii) the Loan were the only Loan outstanding. For the avoidance of doubt, any such failure shall not constitute an Event of Default (including under paragraph 5.1(h)) unless the parties otherwise agree.

## 5.0 Events of Default

5.1 Each of the following events shall constitute an Event of Default under this Agreement, but only where the non-defaulting party serves written notice on the defaulting party:

- (a) if the equivalent Loan Securities shall not be delivered to CGS-CIMB in accordance with this Agreement;
- (b) if the Collateral shall not be delivered or paid to CGS-CIMB in accordance with this Agreement;
- (c) where the Borrower is an individual, if the Borrower commit an act of bankruptcy or shall be unable to pay its debts or becomes insane, adjudged a bankrupt or event of death;
- (d) where the Borrower is a company, if the Borrower ceases or threatens to cease carrying on its core business;
- (e) if either party makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due and payable, or files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files a petition seeking reorganisation, liquidation, dissolution, administration or similar relief under any present or future statute, law or regulation, or seeks consent to or acquiesces in the appointment of any trustee, receiver, liquidator, judicial manager or other similar officer of it or over any material part of its properties;
- (f) if any petition is filed against either party (other than by the other party to this Agreement in respect of the obligations under this Agreement) in any court or before any agency alleging the bankruptcy or insolvency of such party or seeking any reorganisation, arrangement, composition, re-adjustment, liquidation, dissolution, administration or similar relief under any present or future statute, law or regulation, or the appointment of a receiver, liquidator, trustee, judicial manager or other similar officer of it or over all or any material part of such party's property, and such petition or appointment is not vacated or stayed within thirty (30) days;
- (g) any representation or warranty made by either party in this Agreement being incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated;
- (h) CGS-CIMB or the Borrower failing to perform any other of its obligations under this Agreement and not remedying such failure within 30 Days after the non-defaulting party serves written notice requiring it to remedy such failure;
- (i) the Borrower admitting to CGS-CIMB that the Borrower is unable to, or intends not to, perform any of his obligations under this Agreement and/or in respect of any Loan where such failure to perform would with the service of notice or lapse of time constitute an Event of Default.

5.2 Each Party shall promptly notify the other in writing if an Event of Default or an event which, with the passage of time and/or upon the serving of a written notice as referred to above, would be an Event of Default, occurs in relation to it.

## 6.0 Consequences of an Event of Default

6.1 If an Event of Default occurs in relation to the Borrower then paragraphs 6.2 to 6.8 below shall apply.

6.2 The Borrower's delivery and payment obligations (and any other obligations they have under this Agreement) shall be accelerated so as to require performance thereof at the time such Event of Default occurs (the date of which shall be the **Termination Date**) so that performance

of such delivery and payment obligations shall be effected only in accordance with the following provisions.

- 6.2.1 The *Default Market Value* of the equivalent Loan Securities to be delivered and the amount of any cash Collateral (including sums accrued) to be repaid and any other cash (including interest accrued) to be paid by the Borrower shall be established by CGS-CIMB in accordance with paragraph 6.5 and deemed as at the Termination Date.
- 6.2.2 On the basis of the sums so established, an account shall be taken (as at the Termination Date) of what is due from the Borrower to CGS-CIMB under this Agreement (on the basis that CGS-CIMB's claim against the Borrower in respect of delivery of equivalent Loan Securities equal to the *Default Market Value* thereof) and the sums due from the Borrower shall be set off against the sums due from CGS-CIMB and only the balance of the account shall be payable (by the party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be payable on the next following Business Day after such account has been taken and such sums have been set off in accordance with this paragraph. For the purposes of this calculation, any sum not denominated in the *Base Currency* shall be converted into the *Base Currency* at the Spot Rate prevailing at such dates and times determined by the non-defaulting party acting reasonably.
- 6.3 For the purposes of this Agreement, the ***Default Market Value*** of any equivalent Loan Securities shall be determined in accordance with paragraphs 6.5 to 6.7 below, and for this purpose:
- 6.3.1 the ***Appropriate Market*** means, in relation to securities of any description, the market which is the most appropriate market for securities of that description, as determined by the non-defaulting party;
- 6.3.2 the ***Default Valuation Time*** means, in relation to an Event of Default, the close of business in the Appropriate Market on the fifth dealing day after the day on which that Event of Default occurs;
- 6.3.3 ***Deliverable Securities*** means equivalent Loan Securities to be delivered by the Borrower;
- 6.3.4 ***Net Value*** means at any time, in relation to any Deliverable Securities or Receivable Securities, the amount which, in the reasonable opinion of the non-defaulting party, represents their fair market value, having regard to such pricing sources and methods (which may include, without limitation, available prices for securities with similar maturities, terms and credit characteristics as the relevant Equivalent Securities) as the Non-Defaulting Party considers appropriate, less, in the case of Receivable Securities, or plus, in the case of Deliverable Securities, all Transaction Costs incurred or reasonably anticipated in connection with the purchase or sale of such securities;
- 6.3.5 ***Receivable Securities*** means equivalent Loan Securities to be delivered to the Borrower; and
- 6.3.6 ***Transaction Costs*** in relation to any transaction contemplated in paragraph 6.5 or 6.6 means the reasonable costs, commissions (including internal commissions), fees and expenses (including any mark-up or mark-down or premium paid for guaranteed delivery) incurred or reasonably anticipated in connection with the purchase of Deliverable Securities or sale of Receivable Securities, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.
- 6.4 If between the Termination Date and the Default Valuation Time:
- 6.4.1 the Borrower has sold, in the case of Receivable Securities, or purchased, in the case of Deliverable Securities, securities which form part of the same issue and are of an

identical type and description as those equivalent Loaned Securities, (and regardless as to whether or not such sales or purchases have settled) CGS-CIMB may elect to treat as the Default Market Value:

- 6.4.1.1 in the case of Receivable Securities, the net proceeds of such sale after deducting all Transaction Costs; provided that, where the securities sold are not identical in amount to the equivalent Loaned Securities, CGS-CIMB may, acting in good faith, either (A) elect to treat such net proceeds of sale divided by the amount of securities sold and multiplied by the amount of the equivalent Loaned Securities as the Default Market Value or (B) elect to treat such net proceeds of sale of the equivalent Loaned Securities actually sold as the Default Market Value of that proportion of the equivalent Loaned Securities, and, in the case of (B), the Default Market Value of the balance of the equivalent Loaned Securities shall be determined separately in accordance with the provisions of this paragraph 6.4; or
- 6.4.1.2 in the case of Deliverable Securities, the aggregate cost of such purchase, including all Transaction Costs; provided that, where the securities purchased are not identical in amount to the equivalent Loaned Securities, CGS-CIMB may, acting in good faith, either (A) elect to treat such aggregate cost divided by the amount of securities purchased and multiplied by the amount of the equivalent Loaned Securities as the Default Market Value or (B) elect to treat the aggregate cost of purchasing the equivalent Loaned Securities actually purchased as the Default Market Value of that proportion of the equivalent Loaned Securities, and, in the case of (B), the Default Market Value of the balance of the equivalent Loaned Securities shall be determined separately in accordance with the provisions of this paragraph 6.4;
- 6.4.2 CGS-CIMB has received, in the case of Deliverable Securities, offer quotations or, in the case of Receivable Securities, bid quotations in respect of securities of the relevant description from two or more market makers or regular dealers in the Appropriate Market in a commercially reasonable size (as determined by CGS-CIMB) CGS-CIMB may elect to treat as the Default Market Value of the relevant equivalent Loaned Securities:
  - 6.4.2.1 the price quoted (or where more than one price is so quoted, the arithmetic mean of the prices so quoted) by each of them for, in the case of Deliverable Securities, the sale by the relevant market maker or dealer of such securities or, in the case of Receivable Securities, the purchase by the relevant market maker or dealer of such securities, provided that such price or prices quoted may be adjusted in a commercially reasonable manner by CGS-CIMB to reflect accrued but unpaid coupons not reflected in the price or prices quoted in respect of such securities;
  - 6.4.2.2 after deducting, in the case of Receivable Securities or adding in the case of Deliverable Securities the Transaction Costs which would be incurred or reasonably anticipated in connection with such transaction.
- 6.5 If, acting in good faith, either (A) CGS-CIMB has endeavoured but been unable to sell or purchase securities in accordance with paragraph 6.4.1.1 above or to obtain quotations in accordance with paragraph 6.4.1.2 above (or both) or (B) CGS-CIMB has determined that it would not be commercially reasonable to sell or purchase securities at the prices bid or offered or to obtain such quotations, or that it would not be commercially reasonable to use any quotations which it has obtained under paragraph 6.4.2 above, CGS-CIMB may determine the Net Value of the relevant equivalent Loaned Securities (which shall be specified) and CGS-CIMB may elect to treat such Net Value as the Default Market Value of the relevant equivalent Loaned Securities.
- 6.6 To the extent that CGS-CIMB has not determined the Default Market Value in accordance with paragraph 6.4, the Default Market Value of the relevant equivalent Loaned Securities shall be

an amount equal to their Net Value at the Default Valuation Time; provided that, if at the Default Valuation Time CGS-CIMB reasonably determines that, owing to circumstances affecting the market in the equivalent Loaned Securities in question, it is not reasonably practicable for CGS-CIMB to determine a Net Value of such equivalent Loaned Securities which is commercially reasonable (by reason of lack of tradable prices or otherwise), the Default Market Value of such equivalent Loaned Securities shall be an amount equal to their Net Value as determined by CGS-CIMB as soon as reasonably practicable after the Default Valuation Time.

#### **Other costs, expenses and interest payable in consequence of an Event of Default**

- 6.7 The Borrower shall be liable to CGS-CIMB for the amount of all legal and other professional expenses incurred by CGS-CIMB in connection with or as a consequence of an Event of Default, together with interest thereon at such rate as is agreed by the parties or, failing such agreement, the overnight Kuala Lumpur Inter Bank Offered Rate as quoted on a reputable financial information service (**KLIBOR**) as at 11.00 a.m, Kuala Lumpur time, on the date on which it is to be determined or, in the case of an expense attributable to a particular transaction and, where the parties have previously agreed a rate of interest for the transaction, that rate of interest if it is greater than KLIBOR. Interest will accrue daily on a compound basis.

#### **Set-off**

- 6.8 Any amount payable to one party (the **Payee**) by the other party (the **Payer**) under paragraph 6.2.2 may, at the option of the non-defaulting party, be reduced by its set-off against any amount payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement between the Payee and the Payer or instrument or undertaking issued or executed by one party to, or in favour of, the other party. If an obligation is unascertained, the non-defaulting party may in good faith estimate that obligation and set off in respect of the estimate, subject to accounting to the other party when the obligation is ascertained. Nothing in this paragraph shall be effective to create a charge or other security interest. This paragraph shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

#### **7.0 Notices**

- 7.1 Any notice or other communication in respect of this Agreement may be given in any manner set forth below to the address or number or by email and will be deemed effective as indicated:

- 7.1.1 if in writing and delivered in person or by courier, on the date it is delivered;
- 7.1.2 if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- 7.1.3 if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- 7.1.4 if sent by email, on the date that email is received,

unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the Close of Business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

- 7.2 Either party may by notice to the other change the address or facsimile number or email details at which notices or other communications are to be given to it.



## **8.0 Miscellaneous**

### **8.1 Entire Agreement**

This Agreement (together with any documents referred to herein) constitutes the entire agreement between the parties hereto relating to its subject matter and, unless otherwise expressly agreed in writing, shall supersede all prior agreements and undertakings, written or oral relating thereto, between the parties.

### **8.2 Assignment**

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors-in-title and permitted assigns. Neither party may assign, transfer or charge all or any rights, benefits or obligations hereunder without the prior written consent of the other party.

### **8.3 Variation of terms**

It is hereby expressly agreed and declared by the parties hereto that any provisions of this Agreement shall not be amended or supplemented except by a written agreement between the parties and whereupon such amendments and variations shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and had formed part of this Agreement at the time of execution hereof.

### **8.4 Invalidity of Provision**

If at any time any provision (in whole or in part) of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, such provision or part thereof shall to the extent be deemed not to form part of this Agreement and the legality, validity and enforceability of such provision under the laws of any other jurisdiction, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

### **8.5 Rights Cumulative, Waivers**

No failure on the part of any party to this Agreement to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

### **8.6 Recording**

The Parties agree that each may record all telephone conversations between them.

## **9.0 Time**

Time shall be of the essence of this Agreement.

## **10.0 Costs and Expenses**

Subject to Clause 6.7, each party shall bear its own legal and other costs and expenses incurred by it in connection with this Agreement and the Loan. All transfer or similar duties (including but not limited to stamp duty), levies chargeable and other costs and expenses in connection with the transfer of the Loan Securities and the re-delivery of the Loan Securities or the Equivalent Loan Securities (as the case may be) shall be paid by CGS-CIMB. All transfer or similar duties (including but not limited to stamp duty), levies chargeable and other costs and expenses in connection with the transfer of the Collateral and the re-delivery of the Collateral or the Equivalent Collateral (as the case may be) shall be paid by the Borrower.

**11.0 Further Assurance**

Each party shall co-operate with the other party and do, execute and deliver or procure to be done, executed and delivered all such further acts, deeds, things and documents as may be necessary for the complete performance of its duties and obligations under this Agreement.

**12.0 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Each of the parties agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Malaysia for all purposes in relation to this Agreement and waives any objection on the ground of venue or forum of non-convenience or on similar grounds.

**13.0 Counterparts**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the parties and transmitted by facsimile transmission and shall be as valid and effectual as if executed as an original.

Thank you.

Yours faithfully,

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**Name of Client:**  
**NRIC No:**  
**Date:**

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We, CGS-CIMB Securities Sdn Bhd, agree to the terms and conditions of the Agreement as set out above.

Yours faithfully,

For CGS-CIMB Securities Sdn Bhd  
(formerly known as Jupiter Securities Sdn Bhd)

.....  
**Name:**  
**Designation:**  
**Date:**