

TA Securities Holdings Berhad ( "the Company" ) has introduced a package of electronic investor services for the trading in foreign securities listed on any other recognised foreign exchange ("the Service") for the exclusive use of its customers; and the Client is at all material times a customer of the Company. The Client desires to have access to and be able to utilise the Service offered by the Company for a minimum duration of one (1) year.

In consideration of the company opening and maintaining an account to link the Service to the trading account for trading in securities, the Client hereby agrees to be bound by the Terms and Conditions herein contained.

## 1.0 OFFER OF SERVICE

- 1.1 The Service offered by the Company are as follows:-  
foreign online service; and  
any other facilities that may be introduced from time to time and the Client has the option to subscribe to any one or more or any combination of the above-named services.
- 1.2 The Company will provide any or all of the following services to the Client (depending on the type of services):-  
Access to real-time quotes;  
Access to account information;  
To buy or sell securities or to cancel or amend orders;  
To review business done;  
To access key market indicators;  
To access news;  
To change personal identification number ('PIN')
- 1.3 Notwithstanding the above, the Company may at any time and from time to time, vary or change the list of Service herein above-mentioned without giving any notice thereof to the Client. Any variation of change imposed by the Company pursuant to this provision shall not in any manner affect the other terms and conditions stated herein.

## 2.0 NO GUARANTEE OR WARRANTY

- 2.1 It is hereby agreed that the information provided through the Service has been independently obtained by the Company through sources believed to be reliable. The Company does not guarantee the correctness, accuracy, completeness, timeliness, or correct sequencing of such information provided. There may be delays, omissions or inaccuracies in the information provided under the Service.
- 2.2 The Client agrees that neither the Company nor its sources of information shall be liable for the failure to ensure correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Client or any other persons whomsoever in reliance upon the information provided by the Service or for any interruption of any data, information or any other aspect of the service.

- 2.3 The Company does not warrant the merchantability or fitness for a particular use and gives no other warranty or guarantee of any kind, express or implied, regarding the information furnished under the Service or any other aspect of the Service, including but not limited to information, access or the execution of any buy or sell orders and/or the cancellation or amendment of any such orders and the Client agrees that the Company shall not be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure of the Company to execute or cancel or amend such orders.

## 3.0 COMPLIANCE WITH LAWS AND GUIDELINES

- 3.1 The client shall abide by all laws, by-laws, regulations, rules, orders, directives prescribed by regulators relating to the operation of the Account and to the Client's trading activities with the Company and to all matters herein including without limitation to all Applicable Laws imposed by Bank Negara Malaysia ("BNM") including the "Exchange Control Notices" issued from time to time by BNM and the rules of recognised foreign exchange and includes any additions, amendments or revisions that may from time to time be introduced and enforced.
- 3.2 The client agrees to comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued, given, made and/or established by the Company.

## 4.0 BANK NEGARA MALAYSIA ('BNM') REQUIREMENTS

- 4.1 The Client hereby acknowledges and understands that, for the purpose of trading in Foreign Securities on a Foreign Stock Exchanges the Client is required to comply and observe strictly (whichever applicable) with all Applicable Law imposed by Bank Negara Malaysia including the "Exchange Control Notices" as issued from time to time by BNM including any such variations, supplement and/or amendment thereto.
- 4.2 The Client understand that it is the Client's responsibility to submit the Client's details of the Client's foreign investment to BNM as prescribed by BNM's foreign exchange administration rules and the Client duly undertakes to do so.
- 4.3 The Client also covenants that the Client shall not exceed the applicable thresholds for foreign investments/remittance as stipulated by BNM or by the Applicable Law.
- 4.4 It is the Client's sole responsibility and obligation to notify the Company within seven (7) days in writing should to the Client be in breach of Clause 4.1, 4.2 or 4.3 above. Should the Client fail or default and/or in breach of the Applicable Law, it is the Client's responsibility and obligation to notify the Company immediately.

**5.0 DISCLOSURE OF INFORMATION.**

- 5.1. The Client expressly irrevocably and unconditionally authorises and permits the Company (including its officers, employees, Agent and its representatives) in its sole and absolute discretion to provide information relating to the Client's Facility, including but not limited to the Client's information and information on or relating to any transaction or dealing between Client and the Company, for any purposes whatsoever,:-
- a) to the Company and/or their employees, officers or Agents; and/or
  - b) if required by the Applicable Law; and/or
  - c) to enable the Company to carry out and/or perform its obligations stipulated under this Terms.
- 5.2. The Client hereby expressly consents to such disclosure and agrees that the Client shall not hold the Company including its officers, employees, Agents and representatives responsible or liable for disclosure of such information whether by reason of any misstatement, error, negligence, omission, delay or in any matter in connection thereto.
- 5.3. The Client hereby authorises and consents to the Company's use of or reference to credit reference agencies or bureaus or any financial institution or any other department or body to obtain lead information on the Client's credit/financial situation.

**6.0 LIMITATION OF LIABILITY**

- 6.1 The Company shall not be answerable or liable for all and any loss, damage, expense, liability, cost and claim whatsoever and howsoever caused or arising including but not limited to :
- 6.1.1 any failure, downtime, crash, breakdown or malfunction of or defects, bugs or glitches in any software, computer system or electronic or mechanical or telecommunication equipment of the Company, or any other recognised foreign exchange, market, clearing house, any telecommunication network operator, any internet service provider or any operator, vendor, supplier or provider of any Communications used by the Company;
  - 6.1.2 any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, operator errors, sabotage or unlawful access;
  - 6.1.3 any delay in the execution of the Client's instructions or orders due to any reason whatsoever including without limitation due to inefficiency, failure, refusal and neglect on the part of the Dealer's Representative assigned to the Client;
  - 6.1.4 any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with the Company's failure, neglect or omission to carry out or execute any order or instruction given by the Clients;

- 6.1.5 any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with the exercise or execute of any power, right, privilege and remedy conferred on the Company in this Agreement or law provided or available;
- 6.1.6 any action by the regulatory authorities in the exercise of their regulatory or supervisory functions over the Company;

**7.0 TITLE TO INFORMATION/PROPRIETARY RIGHTS**

- 7.1 The information provided by this Service is the property of the Company. The Client agrees that it shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner whatsoever without the express consent of the Company nor use the information for any illegal purpose.
- 7.2 The Client agrees that it shall protect the Company's contractual and statutory rights in or to the information furnished under the Service and in the Service itself and shall comply with all written requests from the Company as the Company deems necessary to protect the company's rights.

**8.0 ELECTRONIC SERVICES**

- 8.1 "Electronic Services" shall, for purposes of this Agreement and in particular this Clause, mean trading in Securities using any form of communication, whether between persons and persons, things and things or persons and things, in the form of sound, data, text, visual images, signals and any other form or any combination of those forms ("Communications") (including without limitation using the Company's computer or telephone services or systems, internet, private network, personal computers, mobile telephones, hand-held terminals, television, radio and pager) and includes service or information accessible through the Company's proprietary software and/or any other forms of Communications.
- 8.2 The provisions set out in this clause relating to trading in Securities are in addition to and without prejudice to the generality of the other terms and conditions herein contained.
- 8.3 The Company shall be entitled, at any time and from time to time without notice and without assigning any reason therefor and without in any way being liable for any loss or damage whatsoever to the Client to:
- 8.3.1 amend, modify, suspend or terminate the operation of the Electronic Services;
  - 8.3.2 suspend or terminate the Client's access to or use of the Electronic Services; and/or
  - 8.3.3 de-activate the Access Codes (as hereinafter defined).

- 8.4 The Client hereby agrees and undertake at all times:
- 8.4.1 to keep strictly confidential:
- (a) the Client(s) account number (s) and all passwords, identification, digital signature and other codes issued to the Client by the Company or by any certification authority duly recognised by the Company for the purpose of enabling the Client to access the Electronic Services and the Client's Account ("Access Codes"); and
  - (b) all information available to the Client through the use of Electronic Services ("the Information").
- 8.4.2 not to disclose the Access Codes to any party whatsoever;
- 8.4.3 immediately upon receipt of the advice slip issued for the Access Codes to destroy the same;
- 8.4.4 to regularly change the password(s) and/or any other Access Codes that are permitted to be changed, and in any event not less than one month;
- 8.4.5 to immediately notify the Company if the Client suspects that the confidentiality of the Access Codes has been compromised or if the Account(s) has been accessed or used without his authority;
- 8.4.6 to forthwith notify the Company of any failure to receive an appropriate response that an order initiated by the Client through the Electronic Services has been received, executed, fulfilled and/or matched;
- 8.4.7 to forthwith notify the Company of any receipt of confirmation of an order that the Client did not place or of any inaccurate confirmation;
- 8.4.8 at his own cost or expenses to acquire and maintain such hardware and other equipment as shall be necessary to enable the Client to access and use the Electronic Services; and
- 8.4.9 upon suspension or termination of the Account(s) to forthwith cease the use of and immediately return the information to the Company and/or dispose in such manner as the Company may direct all information in whatever form or media, including copies thereof or derivations therefrom howsoever constitute in the Client's possession, custody or control.
- 8.5 The Company accept and acknowledges that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports generated on the Electronic Services vest solely in and shall remain exclusive property of the Company and other third parties and will take all necessary measures to preserve and protect this rights.

- 8.6 The Client hereby agrees and undertakes to use the Electronic Services strictly in accordance with the terms and conditions set out in this Agreement and shall procure that no person shall:
- 8.6.1 gain unauthorised access to or make unauthorised use of the Electronic Services;
  - 8.6.2 make any additions, modifications, adjustments or alterations to, or corrupt, any of the Information or any services available on the Electronic Services;
  - 8.6.3 tamper with any part of the Electronic Services;
  - 8.6.4 use any software (including but not limited to the Company's proprietary software) ("the Software"). Access Codes and/or equipment in a manner inconsistent with the terms and conditions of this Agreement;
  - 8.6.5 permit any equipment or software to be linked to or communicate in any manner or be used in connection with any other database, time-sharing or other systems, computer bureau, data or telecommunication service or any other service or word-processing system or information distribution network whereby the Information, material or data obtained from the Electronic Services maybe accessed, used, stored or re-distributed by or through such other equipment or software; and the client shall be liable for and shall fully indemnify and hold the Company harmless from and against any and all claims, losses, damages, liabilities, expenses, costs (including but not limited to solicitors fees on a full indemnity basis) and consequences whatsoever in respect of or in connection with or arising out of the Client's breach or violation of any of the foregoing undertakings or any third party rights, including but not limited to violation of any proprietary or intellectual property rights. The obligation to indemnify the Company shall survive the termination of the Account(s) and the Client shall upon the suspension or termination of the Account(s) and/or Electronic Services immediately return the Software to the Company and/or dispose of the same in such manner as the Company may direct.
- 8.7 Any instructions or orders received by the Company through the use of the Access Codes on the Electronic Services shall be deemed to have been given by the Client notwithstanding that it might have been given by a third party without the Client's authority.
- 8.8 Any acknowledgement by the Company of receipt of instructions or orders from the Client through the Electronic Services shall be deemed conclusive as to the fact that such instructions or orders were received by the Company and that the contents of such instructions or orders were in the same form and substance as they were received and such instructions or orders may be relied and acted upon by the Company without further reference to or verification from the Client.

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- 8.9 The receipt of instructions or orders from the Client shall be deemed to have taken place at the time when an acknowledgment is sent by the Company or on the date and at the time specified in such acknowledgement.
- 8.10 The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Company on the Electronic Services concerning the carrying out or the execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.
- 8.11 The Client shall be solely responsible for ensuring the accuracy and completeness of the Client's instructions or orders. Any instructions or orders transmitted through the Electronic Services shall be irrevocable.
- 8.12 Without affecting the generality of the Clause herein, the Company shall not be liable to the Client for any loss, damages, expenses, liability, costs or claims whatsoever; and howsoever caused or arising including but not limited to:
- 8.12.1 the loss or unauthorised use of the Access Codes;
- 8.12.2 the unauthorised use of or access to the Electronic services;
- 8.12.3 any failure, downtime, crash, breakdown or malfunction of or defects, bugs or glitches in the Electronic Services, the Software or any operator, vendor, supplier or provider of any Communication used by the Company for the provision of the Electronic Services to the Client;
- 8.12.4 any delay, fault, failure or loss of access to or unavailability of the Electronic Services; and
- 8.12.5 any errors in the transmission of the Client's instruction or orders through the Electronic Services.
- 8.13 Instructions or orders given by the Client on the Electronic Services in respect of the trading in Securities may not be executed by the Company in the order in which it was received by the Company or at the price indicated in the price quotation given on the Electronic Services.
- 8.14 Instructions or orders on the Electronic Services can only be given by the Client during trading hours of the recognised foreign exchange (as the case maybe). Notwithstanding the above, the Company shall have the absolute discretion to vary and alter the time period whereby instruction or orders relating to trading of Securities can be given by the Client on the Electronic Services.
- 9.0 OPERATION OF ACCOUNT(S) (additional terms to be read together with the existing trading agreement).**
- 9.1 The Client agrees that the Account(s) will be subject to conditions imposed or to be imposed by the Company including without limitation credit limit imposed on the trading activities of the Client and/or the Dealer's Representative assigned to the Client.
- 9.2 In the event that the outstanding position or sums owed by the Client to the Company exceeds the trading credit limit imposed by the Company, the Client will not dispute it and accepts the indulgence granted by the Company to the Client.
- 9.3 As online investment in Securities involves risk, the client agrees that the Company shall have the right at any time to limit purchases or sales requested or ordered by the Client. The Client agrees that the Company shall not be liable for any loss (actual or contingent) arising from any limit on purchases or sales requested or ordered by the Client.
- 9.4 The Client accepts and acknowledges that the Client's instruction or orders shall not be taken to have received, executed, fulfilled or matched by the Company until the Company shall have given its confirmation to the Client (by a transaction code to confirm receipt of instruction/orders or a confirmation message to confirm execution, fulfillment or matching of instructions/orders whether through the Electronic Services or otherwise). In the event of dispute, the official records of the Company with regards to the receipt, execution, fulfillment and/or matching instructions or orders from the Client shall, in the absence of manifest error, be final, conclusive and binding on the parties hereto for all purposes, including legal proceedings. Confirmation by Dealer's Representatives (whether verbal or written) of the Company shall not be regarded as official confirmation by the Company.
- 10.0 CLIENT'S SOLE RISK**
- 10.1 The Client acknowledges that neither the Service nor the information provided thereunder is intended to, amount to or constitutes tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by the Company and the Service shall not be construed as amounting to offers, invitations or solicitations to buy or sell the securities concerned.
- 10.2 The Company does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all orders made by it through the Service and executed by the Company pursuant thereto are made at the Client's sole and absolute risk.
- 10.3 The Client acknowledges that any recognised foreign exchange who is the regulatory and supervisory authority of the Company, shall have the right to examine, inspect, scrutinize the Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection, scrutinization being carried out at reasonable hours. The Client acknowledges that it shall not hold the Company liable for any liability, losses that may occur as a result of the actions and omissions carried out by any recognised foreign exchange.

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### 11.0 INVESTMENT DECISIONS

11.1 The Client agrees and understands that the Company prohibits its Dealer's Representatives, employees, officers or agents from giving or making any investment advice, suggestions, or recommendations and any such advice, suggestions or recommendations so given or made shall be deemed to have been made by the Dealer's Representative, employee, officer or agent concerned in his individual capacity. The Company shall have no liability or responsibility whatsoever in respect of any losses suffered or incurred by the Client as a result of or arising from such advice, suggestions, recommendations or information.

11.2 The Client further acknowledges and agrees, in relation to any information, documents, recommendations or advice received by the Client either directly or indirectly from the Company and/or its Dealer's Representative, employee, officer and/or agent that:

11.2.1 no representation or warranty is made by the Company as to its accuracy, completeness or correctness;

11.2.2 any opinion expressed therein are subject to change without notice;

11.2.3 any recommendation contained in the same does not have regard to the specific investment objectives, financial situation or the particular needs of the Client or any other recipient of the recommendation; and

11.2.4 all such information, documents, recommendations and/or advice are for general information only.

### 12.0 FEE

12.1 The Client agrees to pay and authorises the Company to debit his Trading Account with all subscription, service and usage fees ("fees") as follows;

Subscription fees payable 3 months in advance as prescribed by the Company. The fees are non-refundable.

Legal fees and other expenses incurred by the Company in the enforcement of the Company's rights and entitlement under this Agreement and the recoveries of the monies owed by the Client to the Company.

And any other reasonable fees and charges imposed by the Company from time to time for services and facilities rendered to the Client.

12.2 Notwithstanding the above provisions, the Company may at its discretion vary the rate of such fees and subscription, at any time and from time to time without notice.

### 13.0 CONTINUING SECURITY ON ASSETS

13.1 The Client agrees to pay all costs (including solicitors fee), if any, incurred by the Company in collecting any overdue fees from it. The Client hereby grants the Company a continuing security interest and/or lien on the assets belonging to the Client in all its accounts with the Company to secure the timely payment of all fees owed by it for the Service and any other amounts owing under this Terms and Conditions and that the Company shall be at liberty to use or dispose these assets in whatsoever manner and upon such terms and conditions as the Company deems fit to secure the full payment of such overdue fees, subject to any rules that may be laid down by recognised foreign exchange in respect of such matter.

### 14.0 TAXES

13.1 Client shall pay all taxes payable for the use of the Service if any.

### 15.0 RESTRICTION IN USE OF SERVICE

15.1 The Client shall not be entitled to use the Service offered by the Company under this Terms and Conditions, if there exists any restriction whatsoever on the Client's account either imposed by the Company or by any relevant authorities, including but not limited to cash up-front restriction. The Service is subject to the terms and conditions of any and all other agreements entered into between the Company and the Client.

15.2 The Company shall not be responsible for any failure to provide the Service, including the execution of any order arising out of any restriction imposed on the Client's account.

### 16.0 FORCE MAJEURE

16.1 The Company shall not be liable to the Client for any partial performance, delay in performance or non-performance of any of its obligations under the Agreement or any other agreement with the Client by reason of any other cause beyond the Company's control including but not limited to any act of force majeure, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, the failure of any exchange, market or clearing house or the failure of any relevant correspondent or other agent for any reason to perform its obligations, war, hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, frost, storm or explosion.

16.2 The Client agrees that any and all Securities documents and/or other property hereinafter deposited with the Company, whether held by the Company or its agents, are at the Client's sole risk as regards loss, destruction or damage.



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### 17.0 DEPOSIT

17.1 The Company reserves the right to require the Client to place cash and/or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of the Company to determine the amount of deposit payable by the Client, time and manner for the placement and nature of such deposit.

17.2 The Company shall not be held responsible or be liable for any failure to provide the Service arising out of such failure, refusal or delay in placing such deposit.

### 18.0 TERMINATION OF RIGHT OF ACCESS

18.1 Notwithstanding anything herein to the contrary, the Company may at any time, in its absolute discretion terminate forthwith the Client's right of access to the Service or any portion of it without notice, and without any obligation to give any reasons therefore or for any reason whatsoever, including but not limited to any unauthorised use of PIN or breach of any terms and conditions of this Terms and Conditions in any manner whatsoever whether by the Client or by any other person(s) whomsoever.

18.2 In the event of such termination by the Company, the Company shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered by the Client arising out of or pursuant to or connected with such termination; provided however, where the termination is without cause, the Company may refund a prorated portion of any monthly fee which have been paid to the Company by the Client for any remaining portion of the term of Service not furnished to the Client as at the date of such termination.

### 19.0 REPRESENTATIONS / UNDERTAKINGS

19.1 The client represents and hereby agrees that the following statements are and will continue to be true for so long as the Client has access to the Service:-

That the Client agrees to be bound by this Terms and Conditions and is not acting on behalf of a firm, corporation, partnership, trust or association; and

That the Client will use the information provided under this Service solely in connection with its personal investments activities and not in connection with any trade or business activities; and

That the Client is not a securities broker / dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association of futures exchange or an owner/partner or associated person of any of the foregoing; and

That the Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity. Provided however that the above conditions shall not be applicable in the event the Client has disclosed the existence of any of the above circumstances and has provided the Company with the relevant documents prior to the execution of the

Application Form. Provided further that where a corporate entity or a partnership applies for the Service and the Company so accepts expressly in writing such corporate entity or a partnership as Client, the Client shall hereby indemnify the Company against all losses or damages, direct or consequential which may arise out of the action of any representative(s) designated by such corporate entity or partnership using the Service on behalf of the corporate entity or partnership (whichever is applicable).

19.2 The Client agrees that these Terms and Conditions, shall be read together with the Trading Agreements (including Margin Trading Agreement) entered into between the Client and TA Securities Holdings Berhad.

19.3 The Client shall abide by all application rules and regulations including but not limited with all Applicable Laws imposed by Bank Negara Malaysia including the "Exchange Control Notices" issued from time to time by BNM and the Rules of Foreign Stock Exchange

### 20.0 ACKNOWLEDGEMENT

20.1 The Client acknowledges that the Company is providing the Service on the basis of the Client's agreement to be bound by this Terms and Conditions.

20.2 The Client further acknowledges that this Terms and Conditions constitutes the complete statement of its agreement with the Company and that the agreement does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service even if they are contained in any materials provided by the Company.

### 21.0 AMENDMENTS AND MODIFICATIONS

21.1 Notwithstanding Clause 16, the Company may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Terms and Conditions hereunder at any time or from time to time and/or impose additional clauses which shall bind the Client as if the amendments and additional clauses have been originally set out in this Terms and Conditions.

### 22.0 GOVERNING LAW

22.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby irrevocably agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia, and waive any objection to any legal actions and proceedings arising out of or in connection with this Agreement in any such court on the grounds of venue or on the grounds that such action or proceedings have been brought in an inconvenient forum.

### 23.0 TIME

23.1 Time wherever mentioned shall be of the essence of this Terms and Conditions.

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### **24.0 SEVERABILITY**

- 24.1 Any term, condition, stipulation, provision, covenant or undertaking herein which is illegal, void, prohibited or unenforceable shall be ineffective to extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibitions or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

### **25.0 ASSIGNMENT**

- 25.1 The Client shall not assign or transfer any of its rights or obligations under this Terms And Conditions or any contract thereunder, except with the Company's prior written consent. The Client hereby expressly gives its consent to the Company to assign or transfer any of its rights and obligations under this Terms and Conditions or any contract thereunder to any other party.

### **26.0 INDEMNITY**

- 26.1 In consideration of the Company agreeing to open one or more Account(s) for the Client, the Client shall (and hereby unconditionally and irrevocably undertakes to and agrees with the Company that it will) at all times from time to time and at any time **ON FIRST DEMAND** by the Company duly, punctually and fully indemnify and save harmless the Company from and against any and all actions, suits, proceedings, claims, liabilities, demands, losses, charges, penalties, fees, fines, debts, interests, damages, expenses and costs (including all costs on a solicitor client basis) of whatever nature which the Company may at any time or from time to time sustain, incur or suffer by reason or as a consequence of or arising in any way out of or in connection with or incidental to:
- 26.1.1 the opening and operation of Account(s) for the Client; and/or
  - 26.1.2 any default by the Client in the due and punctual payment of any sum of any kind or nature whatsoever owing or payable by the Client to the Company pursuant to the Account(s); and/or
  - 26.1.3 any matters whatsoever arising from this Agreement.

### **27.0 CERTIFICATE OF INDEBTEDNESS**

- 27.1 A statement or certificate by the Company as to any sum or sums of any kind of nature whatsoever (whether actual or contingent) outstanding or due from or owing or payable by the Client to the Company in this Agreement and/or under or pursuant to or in connection with or for any purposes herein or for any purposes of the trading, margin or other accounts of the Client shall, in the absence of manifest error, be final, conclusive and binding on the parties hereto for all purposes, including legal proceedings.