

Straight Through Processing Service Schedule

1 Definitions

The following terms have these meanings unless the contrary intention appears:

“**BM**” means Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W)), the provider of the Service;

“**Business Day**” means a day, other than a Saturday, Sunday or public holiday in the Federal Territory of Kuala Lumpur, Malaysia when the stock exchange of Malaysia is open for business;

“**Commencement Date**” means the commencement date prescribed in the Service Form;

“**Customer**” means the customer prescribed in the Service Form;

“**General Terms and Conditions**” means the Bursa Malaysia Depository Services General Terms and Conditions as may be modified, amended, supplemented, revised or replaced from time to time;

“**Rules**” means the Rules of Bursa Malaysia Depository as may be modified, amended, supplemented, revised or replaced from time to time;

“**Schedule**” means this service schedule as may be modified, amended, supplemented, revised or replaced from time to time;

“**Service**” means the services provided by BM in the Appendix;

“**Service Annexure**” means the applicable annexure to this Schedule;

“**Service Fees**” means the fees payable for the Service in the Service Annexure;

“**Service Form**” means the form duly completed by the Customer to request for the Service in this Schedule;

“**Technical Specifications**” means the eFile Information Exchange (eFix) Technical Specifications as may be modified, amended, supplemented, revised or replaced from time to time; and

“**User Guide**” means the Central Depository System Straight Through Processing (CDS–STP) User Guide as may be modified, amended, supplemented, revised or replaced from time to time.

2 Subscription to the Service

The Customer hereby subscribes and BM hereby accepts the Customer’s subscription to the Service and such other related services in accordance with this Schedule.

3 Term

3.1 The Service shall commence on the Commencement Date and will remain in full force

and effect for the duration specified in the Service Form, unless terminated in accordance with the General Terms and Conditions.

- 3.2 The Service is subject to an initial subscription term of one (1) year (“**Minimum Subscription Term**”).

4 Scope of Service

- 4.1 The Service is conditional upon BM receiving all the necessary decisions, approvals, documents and such other information and assistance required by BM to enable BM to provide the Service.

- 4.2 Subject to the Customer fulfilling the requirements and complying with its obligations in this Schedule, BM will provide the Service to the Customer.

- 4.3 BM may at any time refrain from providing any part of the Service in the following circumstances:

- (a) if the Customer fails to fulfil the requirements and/or complying with its obligations in this Schedule;
- (b) if BM has reason to believe or is satisfied that there is a breach of this Schedule, the General Terms and Conditions, the Rules or other applicable rules of the stock exchange of Malaysia;
- (c) if BM is prevented by law or a court order from doing so;
- (d) if BM is of the opinion that the consent of the depositor was not properly obtained, is insufficient to enable BM to disclose the related information or has been revoked; and/or
- (e) any other circumstances that BM may deem fit.

- 4.4 BM may engage an agent or sub-contractor to perform any part of the Service on its behalf.

5 Customer Obligations

- 5.1 The Customer must comply with the Technical Specifications and acknowledges that BM will not be responsible for any issues, problems, defects or failures arising from non-compliance with the Technical Specifications.

- 5.2 Unless there are any changes in law, the Customer must first confirm to BM in the manner specified in User Guide that the relevant depositors have given their prior written consent to disclosure before BM discloses information relating to the affairs of those depositor in connection with the Service. If a depositor revokes such consent, the Customer must promptly notify BM of this fact in the manner specified in the User Guide. The Customer will provide BM with proof to BM’s satisfaction that the Customer have obtained the depositors’ consent to disclose their information.

- 5.3 The Customer must comply with Part IV (Secrecy Provisions) of the Securities Industry (Central Depositories) Act 1991 (“**SICDA**”). Without prejudice to the generality of the aforementioned, the Customer shall only disclose any information or documents relating to the affairs of the depositor where permitted by SICDA.

- 5.4 The Customer must comply with all policies, procedures and guidelines issued by BM from time to time.

6 Indemnity

The Customer shall indemnify and hold BM and its related corporation (including their respective directors, connected parties, its affiliates, employees, officers, and assigns and/or agents) (collectively, the “**Indemnatee**”) harmless from and against any and all claims, loss, damage, liability or cost suffered by the Indemnatee as a result of or in connection with BM providing the Service to the Customer.

7 Termination

In addition to its rights under the General Terms and Conditions, BM may terminate the Service in the following circumstances:

- 7.1 the Customer ceases to be an Authorised Depository Agent (ADA) or Authorised Direct Member (ADM); and/or
- 7.2 the Customer breach of the Rules or other applicable rules of the stock exchange of Malaysia.

8 Fees and Deposit

- 8.1 The Customer acknowledges that the Service Fees payable to BM are non-refundable.
- 8.2 The Customer is required to make a security deposit equivalent to three (3) months of the subscribed Service Fee during their onboarding process (“**Security Deposit**”).
- 8.3 The Security Deposit shall not be deemed to be treated as payment of the Service Fee or any other payment that the Customer is or may be required to pay for the Service unless prior written consent has been obtained from BM.
- 8.4 If the Service expires at the end of the Minimum Subscription Term and provided that the Customer is not indebted or otherwise liable to BM for breach of the terms of Service, the Security Deposit or the balance thereof (if any) will be refunded to the Customer free of any interest and less any costs, charges and expenses which BM may incur within a reasonable time after the end of the Service.
- 8.5 If the Service is terminated before the end of the Minimum Subscription Term:
- (a) the Security Deposit will be forfeited and not refunded to the Customer; and
 - (b) the Customer is liable to pay BM for the Service Fee it would have received had the Service continued for the Minimum Subscription Term.

Appendix

1 Service

1.1 STP Service

The Service which the Customer can subscribe to are as follows:

No.	Type of Service	Frequency	Delivery Time
1	Provision of CDS Account Balances File - Provide full balances of depositor's CDS account. - Provide daily balances during the opening of business for CDS accounts which have changes to its balances. - Provide full balances of all CDS accounts of depositors on a monthly basis.	Daily	Beginning of a Business Day
2	Movement of Shares File - Provides file containing extraction of any movement of shares. - Account without any movement of shares will not be downloaded.	Daily	Twice a day i.e. mid-day and end of day during a Business Day
3	Automation of Data Entry – CDS Transactions File - Provides automation of data entry process for CDS transactions, such as opening of CDS account, registration of eDividend, updating of CDS particulars, transfer of securities, reactivation of dormant and/or inactive CDS accounts and closing of CDS accounts.	Daily	As and when requested during the official hours of Business Day i.e. 9.00am to 7.00pm

1.2 Free Service

(a) The following service will be provided free of charge to the Customer subscribed to any of the Service:

No.	Type of Service	Frequency	Delivery Time
1	Stock Profile File - Provide file that contains new and updated stock profile(s) of securities that are created in CDS.	Daily	Beginning of a Business Day

- (b) Further details of the information and the manner in which the Service are provided are as specified in the User Guide.
- (c) Unless there are changes to the law, all information and documents relating to the affairs of the Customer which is provided under the Service shall only be provided where the Customer have given their prior written consent (and have not subsequently revoked their consent) to its disclosure.

2 Helpdesk Contact Details

Telephone Number: (6)03- 20265099

Support Hours: 9 am to 7 pm on Business Days

E-mail Address: customerservice@bursamalaysia.com

The Customer must provide BM prompt notice of any alleged issue, problem, defect or failure and provide BM with such information as the Customer shall have available in order for BM to diagnose the issue, problem, defect or failure, including a description of the issue, problem, defect or failure and any documentation which will aid in the issue, problem, defect or failure correction process.