



## Electronic Communications Notice and Agreement

This form must be signed by the authorized signatory(ies) of an Investor Account with Cross Light Capital Sdn. Bhd. ("CLC"), according to the Investor Account's signing mandate.

### 1. Service

Each Owner [Legal/Beneficial/Legal and Beneficial Owner] agrees to use CLC's electronic communications services to view their investment. This may include the estimated profit and loss for their investment and other data on the portfolio composition. The software package and electronic communications is provided for informational purposes only and contains information that are estimates only and are NOT intended to be relied upon by each Owner for dealing purposes. Each Owner agrees that CLC may use personal information such as, but not limited to, e-mail addresses and mobile telephone numbers to communicate with each Owner any information on the investment and market-related information services. Each Owner warrants that any information received is for informational and/or educational purposes only and is not to be used for trading and/or investment purposes. Furthermore, each Owner acknowledges that CLC shall not be held responsible for any use of such information and for the accuracy of such information.

### 2. User Guide

Each Owner agrees to abide by the procedures and instructions set out in CLC's user guide in respect of any item of the services which each Owner wishes to access or avail of.

### 3. Terms and Conditions

All terms and conditions are disclosed when downloading the use of electronic communications services, such as online communication services and/or a downloaded application on Google Play Store or Apple App Store and/or any application service.

### 4. Risk

Each Owner agrees that CLC shall not be held responsible for any inaccuracy, failure and/or loss with respect to the electronic communications. CLC would like to highlight the need for each Owner to keep in a safe place any Personal identification Number(s) (PIN) or password(s) [collectively, the personalized security code(s)] and upgrade to the latest versions the software and anti-virus software protection for their PCs, laptops and mobile devices where they may be utilizing such services.

### 5. Distribution

Each Owner is not entitled to, and shall not reproduce, transmit, disseminate, sell, distribute, publish, broadcast circulate, exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the electronic communications in any manner whatsoever without the express written consent of CLC and shall not use the information for any wrongful or illegal purpose. Any information communicated is to be kept strictly for each Owner's own use.

### 6. Intellectual Property

In requesting CLC to commence providing the electronic communication services, each Owner accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available from and generated on the electronic communication services as well as the electronic communication services itself vest solely in and will remain the exclusive property of CLC. Each Owner therefore agrees not to do anything that will violate or infringe on CLC's intellectual property rights and will take all necessary measures to preserve and protect these rights.

### 7. Limitation of Liability

Except for fraud directly attributable to CLC, CLC and its owners, directors, employees and agents are not liable for any prejudice, loss or damage suffered by each Owner arising directly or indirectly from each Owner's use or reliance on the information and/or reports accessed from the electronic communication services, irrespective of whether the said information and/or reports are incomplete, inaccurate and/or corrupted.

### 8. Warranty

CLC makes no warranty, guarantee or representation of any kind, expressed or implied, as to the quality of the merchantability or fitness for any particular use or purpose in relation to the information furnished under the electronic communication services accessed by each Owner.

### 9. Indemnity

Each Owner undertakes to, and shall fully indemnify, CLC and hold CLC harmless from, and against, any and all claims, losses, liabilities, costs and expenses (including, but not limited to, solicitors' fees on a full indemnity basis) arising or which may arise out of each Owner's breach or violation of these terms and conditions. This obligation to indemnify CLC shall survive the termination of the electronic communication services.

#### 10. Security

Each Owner must at all times ensure that the integrity and security of the electronic communication services is maintained. Accordingly, each Owner must ensure, inter alia, that there is no unauthorized use of the security code and/or tool for security protection. Each Owner will forthwith on being aware of any unauthorized loss or theft of the security code and/or tool notify CLC and provide such particulars as CLC may require. Each Owner is solely responsible for ensuring that none of the events as mentioned in this Clause occurs; but if any of them does occur, each Owner shall indemnify CLC for any loss and damage that CLC may suffer as a consequence of such unauthorized access and use.

#### 11. Termination

Notwithstanding anything herein to the contrary, CLC may at any time and at its absolute discretion terminate forthwith, without notice and for any reason whatsoever, each Owner's right of access to and/or use of the electronic communication services. In the event of such termination, CLC shall not be liable to each Owner for any claim, liability or loss which may be suffered by each Owner referable to such termination.

<b>Declaration and signature(s) of authorized signatory(ies) according to signing mandate</b>		
I/We have read, fully understood, and agree with, this Electronic Communications Notice and Agreement.		
Party ID:	<b>First Authorized Signatory</b>	<b>Second Authorized Signatory</b>
Signature:		
Full name:		
Signature date (DD-MM-YYYY):		