

**MARKETING REPRESENTATIVE AGREEMENT (INDIVIDUAL)**

**THIS AGREEMENT** is made on the                    day of                    20\_\_ \_\_

**BETWEEN**

**PHILLIP CAPITAL SDN BHD (Co. No. (199501033331/ 362533-U) (formerly known as Phillip Futures Sdn Bhd)** (hereinafter called “**PCSB**”) having its principal place of business at B-18-6, Megan Avenue II, No 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia.

**AND**

The Marketing Representative, .....

**(I.C. No.....)** (hereinafter called the “**MR**”) of

No. ....

**DEFINITIONS**

I        For the purpose of this Agreement:

- a. “Client” includes prospective client introduced or referred by the MR which shall exclude all existing clients of PCSB unless otherwise determined by PCSB;
- b. “Trading Facilitation Services” means the regulated services offered by PCSB of dealing in securities, dealing in derivatives and contracts for difference;
- c. “Principal” means a Capital Markets Service Licence holder carrying out the business of dealing in securities, derivatives and contracts for difference;
- d. “MR” means a person who acts as an introducer for PCSB and whom undertakes marketing of the Trading Facilitation Services and provides Client support services
- e. “Introducing Activities” or “Marketing Activities” means
  - i. introducing any Client to PCSB in relation to the provision of any type or types of Trading Facilitation Services by PCSB; and
  - ii. the permitted activities referred to are:
    - arranging for the client to meet with or speak to PCSB;
    - forwarding customer’s particulars to PCSB;
    - providing the client with factual information relating to products and services offered by PCSB including conducting presentations; or
    - provide client support services such as forwarding information on performance of stocks/ derivatives/ CFD to clients.

- II Words importing the singular meaning include unless the context otherwise requires, the plural meaning and vice versa.
- III References to the masculine gender includes the feminine gender and vice versa.

**NOW IT IS HEREBY AGREED** as follows:

1. The MR shall from time to time introduce and/ or refer Client to PCSB for the use of PCSB's Trading Facilitation Services. It shall be the sole discretion of PCSB to accept the Client as a client of PCSB and subject to the terms and conditions under the Client Agreement (hereinafter called "CA") between PCSB and the Client.
2. The MR will be paid such fees as set out in Schedule I or such other rate which may be agreed between parties in writing from time to time by PCSB in the event that PCSB decides to accept the client who shall subsequently execute the CA with PCSB.
3. The MR shall not in any manner represent or hold itself/ himself out as having the authority to bind PCSB in any manner whatsoever.
4. The MR shall not use PCSB's name or logo in any manner whatsoever, including advertising, issuing press statements, registering any domain names, establishing any web sites or pages or any electronic medium, or printing any name cards, brochures, documents, statements or materials without the express written approval from PCSB.
5. The MR shall not use PCSB'S name or logo to promote any products unless with the express written consent of PCSB.
6. In the event that the MR is registered with any other Principal as a MR (collectively referred to as "MR's other Principals"), the MR hereby represents and warrants that the MR has informed and obtained consent from the MR's other Principals to enter into this MR arrangement with PCSB.
7. PCSB encourages its MR to use sales materials printed by PCSB and/ or its product providers for marketing and sale of its products. MR who wishes to print and distribute his/ her printed materials or insert any advertisement in newspapers, publications, magazines, electronic media or internet, must seek written approval from PCSB first. This includes all forms of written communications including personalised presentations and letters addressed to specific individuals. The MR is also not permitted to communicate with any other organisations on matters relating to PCSB without PCSB's express written consent.
8. The MR warrants and undertakes to make appropriate disclosures to the Client which includes:
  - a. that the MR is carrying out Introducing Activities for and on behalf of PCSB;
  - b. that the MR is not allowed to advice or recommend on the activit(ies) that the MR is not licensed for;
  - c. the MR is remunerated by PCSB for carrying out Introducing Activities, and

- d. the amount of remuneration, if requested by the Client.
9. The MR must not:
- a. make any false or misleading statement regarding the terms and provisions of the Services;
  - b. amend marketing materials or any document provided by PCSB without the prior express written consent of PCSB;
  - c. quote prices for Trading Facilitation Services that are different from that which PCSB has informed to the MR or publicized;
  - d. purport to waive any provision or omit to disclose any provision relating to the Trading Facilitation Services;
  - e. pay capital injections whether by cash, cheque or electronic means on behalf of Clients;
  - f. take any steps to induce any of PCSB's clients to dispose of, reduce his interest in, all or part of an existing Product, lapse, surrender or cancel any Product they have; whether for the purpose of replacing the same with other Products or to increase his interest in, all or part of other Products or otherwise;
  - g. make any untrue statement in relation to PCSB, its officers and employees;
  - h. incur any expenses or liability on account of PCSB without the prior express or written approval from PCSB;
  - i. facilitate directly or indirectly, whether knowingly, recklessly or negligently, any money laundering transaction;
  - j. carry out suitability assessment of clients and providing clients with specific recommendation;
  - k. act as a licensed person when the Client asks for specific recommendation or advice on the Trading Facilitation Services ; and
  - l. take Clients' order, execute trades, handle or accept clients' monies or give transactional advice to clients.
10. PCSB shall provide all necessary documents to the MR, which include the factual information that the MR is to provide to Clients on PCSB's Trading Facilitation Services.
11. The MR shall not receive or deal with Client's money or assets in relation to its/ his carrying out the Introducing Activities.
12. The MR represents, warrants, and undertakes as follows, wherein such representations, warranties and undertakings shall be deemed to be repeated on each date that the MR introduces a Client to PCSB and its obligation shall continue until the date of termination of this Agreement:
- a. the MR has full right, power, legal capacity and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby and thereby, and this Agreement and the transactions contemplated hereby and thereby constitute legal,

- valid and binding obligations of the MR enforceable against the MR;
- b. there is no conflict of interest (actual or otherwise) between his employer, MR's other Principal(s) (if any) or any other(relevant) person and himself in recommending the Client to PCSB;
  - c. It is herein irrevocably agreed by the MR that no Employer-Employee relationship shall exist between the MR and PCSB;
  - d. the MR has the necessary power and authority to own its property and to carry on its business under any law, regulations, provisions, and requirements of any relevant jurisdictions, regulators or organizations applicable to the MR;
  - e. the execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby do not violate or conflict with any law, regulations, provisions and requirements of any relevant jurisdictions, regulators or organizations applicable to the MR, any order or judgement of any court or other agency of government applicable to him or any of his assets, any contractual restrictions binding on or affecting him or any of his assets;
  - f. all consents, permissions and/or licenses required under any law, regulations, provisions and requirements of any relevant jurisdictions, regulators or organizations that are required to have been obtained by the MR with respect to this Agreement are in full force and effect and all conditions of any such consented permissions and/or licenses have been complied with; and
13. It is mutually agreed that the content of this Agreement shall be confidential and the MR shall not disclose any information relating to this Agreement or any transactions contemplated therein, any communication with PCSB or any information relating to the Client to any person not authorized by PCSB to receive such information except in the event that such information is required to be disclosed by the MR under compulsion of law or by order of court or any regulatory body to which supervision the MR is subjected to, and the MR shall promptly inform PCSB in writing of such requirement before disclosure is made, or if required to make such disclosure before notice may be given to PCSB, immediately after the disclosure is made and also further in all cases provide an indemnity to PCSB and keep PCSB indemnified against any loss, damages, liability claims or demands that may be made by any client in respect of the disclosure. The rights and obligations of this Clause shall remain in full force and effect notwithstanding the expiry or termination of this Agreement.
14. PCSB shall not (unless required by law) at any time and without the prior written consent of the MR, disclose any information not available in the public domain.
15. The MR shall not disclose any information relating to the conduct, management practice, business, dealings or affairs of PCSB which have come to its knowledge during the course of its relationship with PCSB as a MR.
- The MR shall notify PCSB and vice versa of any change in any law, regulations, provisions and requirements of any relevant jurisdictions, regulators or organizations applicable to this Agreement, the Client Agreement and any transactions contemplated hereby and thereby.
16. The MR agrees to indemnify PCSB at all times and keep PCSB indemnified at all times against any loss, damages, legal proceedings and costs (on a solicitors client basis),

however arising which PCSB may suffer, incur or sustain arising in any way whatsoever out of:-Any failure by the MR in breach of the terms, warranties, representations or undertakings of this Agreement

- 17. Any notices, demands, acknowledgements or requests to be given by either party shall, subject to any express provisions of this Agreement, be given in accordance with this sub-clause.
  - a. Any notice to be served under this Agreement shall be in writing and served upon the receipt at its address set out herein either by hand or by prepaid registered post and shall be deemed served 48 hours after posting if sent by post, on delivery if delivered by hand and on completion of transmission if sent by facsimile or electronic mail (“email”).
  - b. For the purpose of Clause 18(a), the Parties respective addresses, facsimile numbers and the person for whose attention any notice, document or other material required to be delivered under this Agreement must be marked are as follows:-

To PCSB at : B-18-6, Megan Avenue II,  
No 12, Jalan Yap Kwan Seng,  
50450 Kuala Lumpur, Malaysia.  
Facsimile No.: 603-2783 0399  
(or as otherwise notified by PCSB from time to time)

To MR at : .....  
.....  
.....  
.....  
.....

- 18. This Agreement shall be valid for one (1) year from the date of this Agreement and shall be automatically renewed for the same duration upon expiry thereof and subsequent expiry thereof unless and otherwise terminated by either party.
- 19. In the event of any breach of the terms of this Agreement by one party, the other party shall be entitled to terminate this Agreement forthwith by giving twenty-one (21) days of written notice to the first mentioned party.
- 20. In the event that PCSB reasonably considers that this Agreement shall not be financially or operationally viable to it, or if a Client has breached the terms of the Client Agreement or if it is so advised by its legal counsel, auditor or any regulatory authority, PCSB shall be entitled to terminate this Agreement forthwith by giving twenty-one (21) days of written notice to the MR.
- 21. PCSB reserves the right to vary any of the terms of this Agreement at any time and within seven (7) days of giving notice of the same to the MR. In the event PCSB implements a change that in the MRs reasonable opinion negatively impacts upon it, the MR has the right to object to such amendment within seven (7) days of receipt of such notice whereby:
  - a. the parties will attempt to reach mutual agreement on revising the wording of any such amendment; and
  - b. if no agreement can be reached, the parties agree that the MR can terminate the Agreement with immediate effect.

22. Termination of this Agreement shall not affect or dispose any liability of either party incurred prior the termination.
23. Notwithstanding any provisions herein shall be invalidated or unenforceable for any reason whatsoever, the remaining terms hereof shall remain valid, binding and enforceable.
24. Nothing in this Agreement is intended to nor shall create any partnership between the parties hereto or make in any way the parties liable as partners or as agents for one another.
25. The MR shall not be entitled to assign this Agreement or any of its rights or obligations arising therein unless with express written consent from PCSB.
26. The MR acknowledges that this Agreement shall not operate to grant, assign or transfer to the MR any Intellectual Property Rights in relation to any material, research or documents supplied by PCSB.
27. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreement and understanding of the parties in connection with it .
28. Prior to introducing any Client to PCSB, the MR hereby represents warrants and undertakes, that: -
  - a. the MR shall take reasonable steps in identifying the Client including conduct 'know-your-client' verification .
  - b. the MR is not aware of any legal dispute which may affect the client from executing the Client Agreement.
  - c. the Client has the legal capacity and authority to execute and perform the Client Agreement.
29. The Agreement shall be governed by and construed in accordance with the laws of Malaysia.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the date and year first written above.

Signed by }  
for and on behalf of }  
**PHILLIP CAPITAL SDN BHD** }  
**[Co. No. 199501033331 (362533-U)]** }  
in the presence of }

\_\_\_\_\_  
Witness's Name:  
I.C. No.:

\_\_\_\_\_  
Name:  
I.C. No.:

Signed by }  
for and on behalf of the }  
**MARKETING** }  
**REPRESENTATIVE** }  
in the presence of }

\_\_\_\_\_  
Witness's Name:  
I.C. No.:

\_\_\_\_\_  
MR Name:  
I.C. No.:

## Schedule I

[to be read and construed as part of this Agreement]

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### I. MR Fee (For Futures Trading)

- a. MR who introduced any clients to open **futures account** with PCSB is entitled to receive commission sharing as per below table.

Tier	Volume (lots)	Commission Sharing (%)
3	≥300	25
2	151 - 299	15
1	1- 150	10

### II. MR Fee (For Contracts For Difference (“CFD”) Trading)

MR who introduced any clients to open **CFD account** with PCSB is entitled to receive commission sharing as per below table.

Tier	Total Net Commission(RM)	Commission Sharing(%)
3	≥20,001	25
2	7,001-20,000	15
1	500-7,000	10

\*Total net commission are the total net commission for Malaysia shares CFD, foreign Shares CFD and world indices CFD

\*All total net commission in USD will be converted into RM



### III. MR Fee (For Stocks Trading)

MR who introduced any clients to open **stocks account** with PCSB is entitled to receive commission sharing as per below table.

Tier	Total Net Commission(RM)	Commission Sharing(%)
3	≥25,001	25
2	5,001-25,000	15
1	≤5,000	10

\*Total net commission are the total net commission for Malaysia stocks and foreign stocks

\*All total net commission in other currencies will be converted into RM

### IV. Commission Payment

PCSB shall transfer the commission payable to MR if the amount payable is more than RM100 for the calendar month. For commission payable that is less than RM100 for the calendar month, it will be carried forward to the next calendar month or further calendar month until the accumulated commission payable exceeds RM100.

### V. MR Registration Fee

A Registration Fee of RM250.00 is made payable by MR to PCSB. The payment for the MR Registration Fee must be made no later than the MR Registration Date.

### VI. MR Anniversary Fee

- a. MR is required to make an Annual Anniversary Fee payment of RM200.00 to PCSB not later than the MR Anniversary Date of the MR.
- b. The payment as stated in item a above, shall be waived on the condition that the accumulated MR Fee (Net Commission Sharing) for Futures, CFD and/or Stocks Trading must exceed RM2,000 in the previous one year from the current MR Anniversary date.
- c. This waiver of Annual MR Anniversary Fee is valid until 31 December 2025 and its continuation is subject to review by PCSB upon expiration.

## **VII. PCSB Bank Details**

All payment to PCSB shall be made to the following bank account:

Company Name : **PHILLIP CAPITAL SDN BHD**  
Bank Account Number : **5140 1171 5710**  
Bank Name : **Maybank**

*\* The fee received for item V and VI above, will be paid to the SC*

*(End of Schedule I)*