### ETF POWER PLAYERS INCENTIVE PROGRAMME 2024 TERMS & CONDITIONS

The ETF Power Players Incentive Programme 2024 ("Incentive Programme") is organised by Bursa Malaysia Berhad ("Bursa Malaysia"). By participating in the Incentive Programme, Participants (as defined below) agree to be bound by the Incentive Programme's terms and conditions and any amendments thereto ("Terms and Conditions").

#### Incentive Programme Details:

Item	Details				
Incentive Programme Period	The Incentive Programme will run from 2 May 2024 until 31 July 2024 (both dates inclusive)				
Specific Eligibility Criteria	Investors and traders who trade in one or multiple Bursa-listed ETFs <sup>1</sup> during the Incentive Programme Period and who meet the criteria specified in the Eligibility clause below will be considered participants in the Incentive Programme ("Eligible Participants"). Eligible Participants will be grouped as follow:				
	<ul> <li>Group 1</li> <li>Retail investors with direct CDS account(s) and/or nominee CDS account(s), excluding Discretionary Trading ("DT") accounts; and</li> <li>Registered Representatives ("RRs") or Remisiers operating a DT account.</li> </ul>				
	<ul> <li>Group 2</li> <li>All investment account traders ("IVTs") with CDS account(s).</li> </ul>				
	<ul> <li>Note: <sup>1</sup>Please note that for trading of Leveraged &amp; Inverse ("L&amp;I") ETFs, investors have to fulfil <u>ANY ONE</u> of the following criteria:</li> <li>Be a Sophisticated Investor; OR</li> <li>Have a margin account; OR</li> <li>Have executed at least 5 transactions in exchange-traded derivatives, or structured warrants within the preceding 12 months; OR</li> <li>Have utilised a performance simulator which simulates trading in L&amp;I ETFs units and undergone an e-learning tutorial developed by the Exchange for trading in L&amp;I ETFs units.</li> <li>(https://bursaacademy.bursamarketplace.com/en/article/equities/empower-your-etf-investment-journey)</li> <li>Excluded persons are employees, directors, trainees and interns of the Bursa Malaysia group of companies.</li> </ul>				
Incentives	The Incentives (each an "Incentive") that will be awarded to Eligible Participants under Group 1 and Group 2 who meet the relevant trade requirements are as follows: - <b>Group 1</b>				
	Category	Total Traded Value (TTV) requirement	Monthly Incentive	No. of Monthly Incentive	
	А	TTV per Trading Month: Minimum RM20,000	RM200	22	
	В	TTV per Trading Month: Minimum RM80,000	RM800	6	
	С	TTV per Trading Month:	RM1,500	3	

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		Minimum RM150,000		<u> </u>		
	Group 2					
	Category	TTV requirement	Monthly Incentive	No. of Monthly Incentive		
	A	TTV per Trading Month: Minimum RM250,000	RM500	3		
	В	TTV per Trading Month: Minimum RM750,000	RM1,500	2		
	С	TTV per Trading Month: Minimum RM2 million	RM4,200	2		
Incentive Programme Mechanics	i. Eligible Participants under Group 1 and Group 2 must meet the TTV requirements for ETFs traded by the Eligible Participants in a Trading Month (both buy and sell value) and the award of the incentives will be based on the selection criteria set out in <b>Incentives</b> section above.					

ii.	Incentives will be awarded to Recipients (as defined in clause 3 below) above on a monthly basis based on the following period (each a "Trading Month"):			
	Trading Month	Period (both dates inclusive)*		
	May 2024	2 May 2024 – 31 May 2024		
	June 2024	1 June – 30 June 2024		
	July 2024	1 July – 31 July 2024		
	<ul> <li>Note:</li> <li>In the event that the start date of each period in the Trading day.</li> <li>In the event that the end date of each period in the Trading May.</li> <li>In the event that the end date of each period in the Trading May falls on a non-trading day, the end date will be the trading prior.</li> </ul>			
iii.	Each Recipient is eligible to receive a maximum of THREE (3) Monthly Incentives, one (1) for each Trading Month.			
iv.	For the purpose of determining the cumulative TTV, the ETF transactions made by the Eligible Participants across multiple direct CDS accounts or nominees CDS accounts will not be aggregated.			
V.	Only trades executed within the stipulated period of a Trading Month (see table above) will be taken into consideration in determining the cumulative TTV for that Trading Month. Trades executed in one Trading Month will not be rolled over into the next Trading Month.			
vi.	In the case of RRs or Remisiers operating DT accounts, investors whose ETF trades executed in a DT account will not be entitled to the incentives. The incentives will only be made to RRs or Remisiers operating the DT account.			
vii.	Any trades in ETFs that are performed before or after the Programme Period will not be eligible and/or considered for the purpose of this Incentive Programme. Eligible Participants are not obliged to hold the ETF(s) purchased until the end of the Trading Month(s) or the Programme Period.			
viii.				
ix.	Eligible Participants who have met the criteria to receive the Incentive(s) will be notified by their respective broker within 3 months from the end of each Trading Month, after which the respective brokers will be solely responsible to disseminate the Incentives to the said Eligible Participants.			
Х.	Selection of Recipients will be made by Bursa Malaysia.			

# <u>Eligibility</u>

- 1. This Incentive Programme is open to all residents of Malaysia. Eligible persons who participate in the Incentive Programme must be 18 years of age and above as at the date of participation in the Incentive Programme and must meet the specific eligibility criteria described in "Specific Eligibility Criteria" section in the table above (if any) ("Eligible Participants").
- 2. All costs, fees and/or related expenses that are incurred to participate in this Incentive Programme (if any) is the sole responsibility of the Eligible Participants.

### **Incentives**

- 3. Eligible Participants who meet the Eligibility criteria in these terms and conditions and the criteria described in the "Programme Mechanics" section in the table above will be entitled to the Incentives described in the "Incentives" section in the table above ("Recipients").
- 4. Bursa Malaysia will issue the Incentives to the Recipients in the manner described in the "Programme Mechanics" section in the table above.
- 5. Bursa Malaysia reserves the right to conduct verification and require additional documentation and information (including, without limitation, proof of identity) from the Recipients before delivering the Incentives to the Recipients.
- 6. The Incentives are not exchangeable for cash, or other items in kind, and are not transferable.
- 7. Bursa Malaysia will not be held liable or responsible for any late, misdirected, lost or unsuccessful efforts to notify the Recipients or to issue the Incentives. Bursa Malaysia shall have no liability for any Recipients' failure to receive notices due to spam, junk e-mail or other security settings, email services and/or interruption in the internet connection or any disruption or failure in other means of communication or despatch to the Recipients which is not within the control of Bursa Malaysia.
- 8. Recipients are solely responsible for any taxes, levies and fees payable as a result of Incentives received.
- 9. All risks associated with the use of the Incentives shall be assumed by the Recipients.
- 10. Bursa Malaysia reserves the right to substitute the Incentives with that of equivalent or similar value at any time without prior notice.

### **Disclaimers**

11. To the extent permitted by law, in no event shall Bursa Malaysia or any of its respective officers, servants, employees, directors, affiliates and subsidiaries, representatives and/or agents (including without limitation, any third party service providers engaged by Bursa Malaysia for purposes of this Incentive Programme) be liable to Eligible Participants in this Incentive Programme for loss or damage of any kind, including any direct, indirect, special, incidental, consequential, punitive or exemplary loss or damage arising from or in connection with participation in this Incentive Programme; acceptance, possession, use and/misuse of the Incentives. Without prejudice to the generality of the foregoing, this Incentive Programme is provided 'as is' without warranty of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement.

### Personal Data Protection

12. Any personal data of the Eligible Participants submitted as part of the Incentive Programme will be processed for the purposes of the Incentive Programme and where relevant, the purposes described in the Personal Data Notice on the BURSAMKTPLC website. To read the Personal Data Notice, click <u>here</u>.

## **General Terms and Conditions**

- 13. Bursa Malaysia reserves the right to withdraw, cancel, suspend, extend or terminate the Incentive Programme and/or to vary, delete or add to any of the Terms and Conditions. To the extent permitted by law, any cancellation, termination, withdrawal or suspension of this Incentive Programme will not entitle the Eligible Participants to any compensation against Bursa Malaysia for any and all losses or damages that may be suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
- 14. Bursa Malaysia's decision on any matters relating to the Incentive Programme (including any Incentive(s)) shall be final, conclusive and binding and no further correspondence, appeals or attempts to dispute the same will be entertained in any event.
- 15. Failure to comply with the Terms and Conditions may result in disqualification from receiving or claiming any Incentive.
- 16. The Incentive Programme and the Terms & Conditions shall be governed by the laws of Malaysia.