

## GENERAL RISKS OF TRADING AND INVESTING

All securities trading, whether in stocks, options, or other investment vehicles, is speculative in nature and involves substantial risk of loss. We encourage our customers to invest carefully and to utilize the information available at the websites of the Securities and Exchange Commission Myanmar at <https://www.sec.gov.mm>. You can review public companies' filings at the SECM's (<https://secm.gov.mm/en/public-companies/>) page. We also encourage you to get personal advice from your professional investment advisor and to make independent investigations before investing in Equity Market. We do not in any way warrant or guarantee the success or profit of any action you take in reliance on our statements, ratings, or recommendations.

### 1. You may lose money trading and investing.

Trading and investing in securities is always risky. For that reason, you should trade or invest only "risk capital" — money you can afford to lose. While this is an individual matter, we recommend that you risk no more than 10% of your liquid net worth — and, in some cases, you should risk less than that. For example, if 10% of your liquid net worth represents your entire retirement savings, you should not use that amount to buy and sell securities. Trading stock and stock options involves HIGH RISK and YOU can LOSE a lot of money.

### 2. Past performance is not necessarily indicative of future results.

All investments carry risk and all trading decisions of an individual remain the responsibility of that individual. There is no guarantee that systems, indicators, or trading signals will result in profits or that they will not result in losses. All investors are advised to fully understand all risks associated with any kind of trading or investing they choose to do.

### 3. Hypothetical or simulated performance is not indicative of future results.

Unless specifically noted otherwise, all profit examples provided in the our websites and publications are based on hypothetical or simulated trading, which means they are done on paper or electronically based on real market prices at the time the recommendation is disseminated to the subscribers of this service, but without actual money being invested. Also, such examples do not include the costs of subscriptions, commissions, and other fees, or examples of other recommendations as to which there were losses utilizing the timing at the time of the recommendations. Because the trades underlying these examples have not actually been executed, the results may understate or overstate the impact of certain market factors, such as lack of liquidity (discussed below). Simulated trading programs in general are also designed with the benefit of hindsight, which may not be relevant to actual trading. We make no representations or warranties that any account will or is likely to achieve profits similar to those shown, because hypothetical or simulated performance is not necessarily indicative of future results.

4. Customer is aware that the Default Password can be used only for the first login. Customer agrees and undertakes to immediately reset his/ her password through the setting in the application. At no point in time shall ATSC be liable for any loss, whether notional or actual, that may be suffered by the customer on account of the misuse of the password. The stock broker shall not be responsible in any manner for the password as the

customer has to reset the same through application so the passwords are not known to Stock Broker Official's. Customers are strongly advised to take necessary measures such as up-to-date anti-virus software, etc. on the electronic devices which are used to access AYA Trust Securities websites, Online Trading or Mobile Trading platforms.

5. Profits can be lost if they are not taken at the right time.

Subscribers are advised to take profits at whatever point they deem optimal, regardless of the profit target set in any given recommendation. Advisory services such as those we offer provide recommendations. Subscribers are free to follow the recommendation, follow it in part, or ignore it altogether. If a subscriber believes a given profit is at risk, the subscriber should take the profit. Similarly, if a subscriber feels a position is likely to lose value, or a losing position is likely to fall further, the subscriber can choose to exit at any time to preserve capital. The final decision as to when to take profits remains in the sole discretion of the subscriber, keeping in mind that profits can be lost if they are not taken at the right time.

### **Online Services Contract Terms and Conditions**

"Order" means authoritative command, direction, or instruction to buy or sell specific securities issued by third party issuers with clear description of precise price and particular amount.

"ATSC" means AYA Trust Securities Company Limited which head office is located in No. 416, Corner of Maharbandoola Road and Maharbandoola Garden Street, Kyauktada Township, Yangon, Myanmar.

1. Order placed via online trading platform before 1:00 PM on any business day is valid till the last Yangon Stock Exchange (YSX) execution time of 1:00 PM of the trading day. Hours of acceptance of orders via online trading services is 24 hours 7 days a week and technical support is made available during market open days in the office hours (9:00 AM – 5:00 PM). Orders placed after market closed for the day would be accepted as offline orders or after-market orders, and the order will be processed in the following trade opening session.
2. Once a customer is authorized to have access to online trading services, order can be placed and cancelled through the online trading platform. The method of order placement and order cancellation process is described in the AYA Trust Online Trading User Manual. To place buy/sell order, customer has to log-in to the application and check the fund and securities balance. Only if there is enough balance, customer can proceed to the order placement step. Order reference number will show up upon order confirmation. Order cancellation can be done by the customer themselves upon agreement of the disclaimer. Order status will be changed to "Cancelled" after getting customer confirmation for order cancellation. Electronics version of contract note will be delivered immediately after trade execution within a day but hard copy shall be delivered upon customer request and after getting confirmation of their address.
3. Trading amount is limited to less than MMK 10 million if the trade order is placed via online trading platform.

4. Customer is aware that the default password can be used only for the first login. Customer agrees and undertakes to immediately reset his/ her password through the setting in the application. At no point in time shall ATSC be liable for any loss, whether notional or actual, that may be suffered by the customer on account of the misuse of the password. The stock broker shall not be responsible in any manner for the password as the customer has to reset the same through application so the passwords are not known to Stock Broker Official's.
5. ATSC has sole and absolute discretion to refuse and/or deny the order acceptance or suspension of order execution at any time and from time to time without preliminary notice in case of violations of the regulations under Myanmar Law, or contract, or default, or notifications etc as well as reporting to Securities Exchange Commission Myanmar (SECM) and Yangon Stock Exchange (YSX) relating to the illicit trading activities of the customer.
6. None of ATSC or its service providers, or their respective officers, employees or nominees has any responsibility or liability to the customer for any loss arising directly or indirectly from the customer's use or reliance on the online trading services and/or the information and/or reports accessed from the online trading services.
7. Due to the nature of transactions carried out over the internet and telecommunication networks, the customer acknowledges and accepts the existence of risks unique to the online trading services. Such risks include the following:
  - (a) delay in or inability to access or use the online trading services due to any third parties' hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
  - (b) loss of data or information or confidentiality of the same that may occur due to any cause whatsoever, including any failure of any of ATSC's electrical, electronic, computer, microprocessor, recording or communication system;
  - (c) the need to conduct maintenance of the online trading services system infrastructure from time to time, and any delay, failure, error, omission which may ensue; and
  - (d) any communications being transmitted over the internet (whether using the online trading services or otherwise) being intercepted or accessed by unauthorized or unintended parties, and therefore not arriving at the intended destination or may not arrive in the form transmitted.
8. If ATSC deems fit, ATSC has the right to modify or terminate the operation of the online trading services and ATSC shall not be responsible in any way for any Loss whatsoever resulting therefrom (including loss of profit or loss of opportunity) which may be suffered by the customer referable to such termination.
9. Customer must give ATSC not less than 7 days prior written notice with the reason to terminate the online trading services contract.
10. None of ATSC employees shall handle cash deposit and withdrawal of customers. Such kind of cash transaction can be done through AYA Bank.

**Order Acceptance**

Order can be placed via 3 methods as follows:

1. Via electronics platform (Website and Mobile)

Order is accepted when and only when you agree to

- the transactional charges including commission and YSX fees, and
- the declaration that the order is not based on Insider Information that is not disclosed to public

in Order Confirmation step in Order Placement procedure.

2. Via Telephone call

Order is accepted when and only when you can successfully identify yourself and agree to

- the transactional charges including commission and YSX fees, and
- the declaration that the order is not based on Insider Information that is not disclosed to public
- keep sufficient funds necessary to fulfil the order

3. Via Walk-in

Order is accepted when and only when you complete the Order Voucher and obtain signature from the dealer, and agree to

- the transactional charges including commission and YSX fees, and
- the declaration that the order is not based on Insider Information that is not disclosed to public
- keep sufficient funds necessary to fulfil the order

**Validity of Order**

Order Validity is Good-for-day basis where the order will expire if it is not executed at 1 PM matching. You may place Pre-order for the following day.

**Procedure for Order Placement**

You may refer to the User Manuals available at <https://www.ayatrustsc.com/useful-guides/> for Order Placement procedures for both Online Platform and Mobile Platform.

**Procedure for Order Cancellation**

You may refer to the User Manuals available at <https://www.ayatrustsc.com/useful-guides/> for Order Cancellation procedures for both Online Platform and Mobile Platform.

We advise customers not to carry out Order Cancellation when it is close to the Matching Times and it may have strong effect to the Market Price. Market Manipulative orders may warrant an investigation by SECM.