



**TERMS & CONDITIONS**  
**Familiarisation Programme for Marketing Representatives ("FPMR")**  
**Familiarisation Programme for Trading Representatives 1 ("FPTR 1")**  
**Familiarisation Programme for Trading Representatives 2 ("FPTR 2")**

## 1. INTRODUCTION

- 1.1. The Securities Industry Development Corporation ("SIDC") conducts the following familiarisation programmes (for both the learning and FP Assessment components) on behalf of the Securities Commission Malaysia ("SC") as part of the registration requirements for marketing representatives ("MRs") and trading representatives ("TRs"):

1.2.1 Familiarisation Programme for Marketing Representatives ("FPMR");

1.2.2 Familiarisation Programme for Trading Representatives(1)("FPTR 1");

1.2.3 Familiarisation Programme for Trading Representatives(2)("FPTR 2").

For the avoidance of doubt, the FPMR, FPTR 1 and FPTR 2 shall be hereinafter collectively referred to as the "**Familiarisation Programmes**".

**Table 1: Types of Familiarisation Programmes**

NO	PROGRAMME	DESCRIPTION
1	FPMR	One of the entry requirements for individuals to be registered as a Marketing Representative ("MR").  Permitted Activities of an MR: <ul style="list-style-type: none"> <li>• arranging for the customer to meet with or speak to the Principal;</li> <li>• forwarding customer's particulars to the Principal;</li> <li>• providing the customer with factual information relating to products and services, offered by the Principal including conducting presentations; or</li> <li>• provide client support services such as forwarding information on performance of fund to clients.</li> </ul>
2	FPTR 1	One of the requirements for SC to register an applicant as a Trading Representative ("TR") <ul style="list-style-type: none"> <li>• A TR can accept clients' orders for securities and execute securities trades.</li> <li>• A TR is not allowed to give advice, persuade, induce or make specific recommendations on capital market product.</li> </ul>
3	FPTR 2	One of the condition to be fulfilled by a MR or TR who wish to become a Capital Markets Services Representative's Licence holder for dealing in securities.

- 1.2. These terms and conditions shall apply to all Familiarisation Programmes offered by SIDC and by purchasing, subscribing, accessing or participating in any of the Familiarisation Programmes, you confirm that you have reviewed, understand and agree to be bound by these terms and conditions provided herein.
- 1.3. SIDC HEREBY RESERVES THE RIGHT AND DISCRETION TO CHANGE, MODIFY, AMEND OR UPDATE ALL OR ANY PARTS OF THE TERMS AND CONDITIONS FROM TIME TO TIME WITHOUT PRIOR NOTICE FOR ANY REASONS WHICH SIDC DEEMS FIT. IT IS YOUR RESPONSIBILITY TO REVIEW ANY CHANGES MADE TO THE TERMS AND CONDITIONS FROM TIME TO TIME.

## 2. DEFINITIONS

2.1 The following terms shall have the meanings set forth below:

**“CBE Centre”** refers to the Computer Based Examination Room at Ground Floor, Securities Commission Malaysia, 3, Persiaran Bukit Kiara, Bukit Kiara, 50490 Kuala Lumpur;

**“Duplicate Assessment Result Slip Form for Familiarisation Programme”** refers to the form available at [www.sidc.com.my](http://www.sidc.com.my) for candidate to complete when requesting for a copy of the assessment result slip;

**“FP Classroom Learning”** refers to the FP Classroom Learning component of the Familiarisation Programmes;

**“FP Assessment”** refers to the assessment component of the Familiarisation Programmes which will be conducted by SIDC via the computer-based system;

**“Familiarisation Programmes”** refers to the FP Online Learning Programme, FP Assessment and FP Classroom Learning components of the FPMR, FPTR 1 and FPTR 2 whether individually or collectively;

**“Fees”** refers to the fees prescribed by SIDC for the subscription of the Familiarisation Programmes;

**“FP Online Learning Programme”** refers to virtual learning component of the Familiarisation Programmes;

**“SIDC Learn”** refers to the online platform that facilitates the management and delivery of the FP Online Learning Programmes

## 3. REGISTRATION

### 3.1 Access

3.1.1 Below are the available options which You may proceed to select in order access the Familiarisation Programmes:

- **Option A: Subscription of FP Online Learning Programme and FP Assessment**  
You will be required to complete the self-directed FP Online Learning Programme via SIDC Learn, attend and pass the FP Assessment which will be conducted at the SIDC CBE Centre; or
- **Option B: Subscription of FP Online Learning Programme, FP Classroom Learning and FP Assessment**  
You may attend the classroom-based learning which shall be made available as an alternative but will only be conducted upon sufficient demand. Similar to Option A, you will be required to complete the self-directed online learning via SIDC Learn, attend and pass the FP Assessment conducted at the SIDC CBE Centre.

Please refer to the table below for further details on the programme structure, the applicable fees and assessment for the respective **Familiarisation Programmes**:-

**Table 2: Familiarisation Programme Structure, Assessment & Fees**

	FPMR	FPTR 1	FPTR 2
OPTION A	<b>FP Online Learning Programme: e-FPMR</b> <ul style="list-style-type: none"> <li>Self-directed FP Online Learning Programme</li> <li>Accessed via the SIDC Learn platform for a maximum of 2 months</li> <li>Modular – Participants need to complete all 9 modules</li> <li>Knowledge check – 5 quiz questions in each module</li> <li>Recommended Learning Hours – 5 hours</li> </ul>	<b>FP Online Learning Programme: e-FPTR 1</b> <ul style="list-style-type: none"> <li>Self-directed FP Online Learning Programme</li> <li>Accessed via the SIDC Learn platform for a maximum of 2 months</li> <li>Modular – Participants need to complete all 11 modules</li> <li>Knowledge check - 5 quiz questions in each module</li> <li>Recommended Learning Hours – 5.5 hours</li> </ul>	<b>FP Online Learning Programme: e-FPTR 2</b> <ul style="list-style-type: none"> <li>Self-directed FP Online Learning Programme</li> <li>Accessed via the SIDC Learn platform for a maximum of 2 months</li> <li>Modular – Participants need to complete all 16 modules</li> <li>Knowledge check - 5 quiz questions in each module</li> <li>Recommended Learning Hours - 8 hours</li> </ul>
	<b>FP Assessment : FPMR</b> <ul style="list-style-type: none"> <li>30 MCQs, 45 minutes</li> <li>Passing mark - 60%</li> <li>Invigilated assessment at the Securities Commission Malaysia CBE centre</li> </ul>	<b>FP Assessment : FPTR 1</b> <ul style="list-style-type: none"> <li>50 MCQs, 1 hour 30 minutes</li> <li>Passing mark - 60%</li> <li>Invigilated assessment at the Securities Commission Malaysia CBE centre</li> </ul>	<b>FP Assessment : FPTR 2</b> <ul style="list-style-type: none"> <li>50 MCQs, 1 hour 45 minutes</li> <li>Passing mark - 60%</li> <li>Invigilated assessment at the Securities Commission Malaysia CBE centre</li> </ul>
	<b>Programme fees : RM583(including Sales &amp; Service Tax)</b>		
	<b>FP Classroom Learning: FPMR</b> <ul style="list-style-type: none"> <li>Classroom based and facilitated by a speaker</li> <li>Participants need to attend the 1 day programme</li> <li>1 session a year</li> </ul>	<b>FP Classroom Learning: FPTR 1</b> <ul style="list-style-type: none"> <li>Classroom based and facilitated by a speaker</li> <li>Participants need to attend the 1 day programme</li> <li>1 session a year</li> </ul>	<b>FP Classroom Learning: FPTR 2</b> <ul style="list-style-type: none"> <li>Classroom based and facilitated by a speaker</li> <li>Participants need to attend the 3 day programme</li> <li>1 session a year</li> </ul>
OPTION B	<b>FP Assessment for FPMR, FPTR 1 &amp; FPTR 2 : Same as Option A</b>		
	<b>FP Online Learning Programme for FPMR, FPTR &amp; FPTR 2: Same as Option A</b>		
	<b>Programme fees: RM1,166(including Sales &amp; Service Tax)</b>		<b>Programme fees : RM2,067(including Sales &amp; Service Tax)</b>

- 3.1.3 You are required to create an account for registration purposes and provide us complete registration information prior to being able to access the Familiarisation Programmes. SIDC shall then provide the username and password for you to access the Familiarisation Programmes subject always your full payment of the Fees. In doing this, you agree and undertake that you shall provide true, accurate, current and complete information about yourself as prompted by the registration form.
- 3.1.4 You are able to select the date(s) and time of your FP Assessment and/or the FP Classroom Learning, as the case may be, subject to availability and closing date.
- 3.1.4 You are solely responsible in all respects for the use, protection and confidentiality of any password given to you and such passwords may only be used by you personally and may not be shared or transferred to any third parties. You further agree to must notify SIDC immediately of any unauthorised use or breach of security which comes to your attention.
- 3.1.5 Subject to these terms and conditions and full payment of the Fees, SIDC shall grant you a limited, non-exclusive, non-transferable and revocable right to use and access the Familiarisation Programmes for personal and non-commercial use only and that no right, title or interest shall be transferred to you by virtue of your use or access to the Familiarisation Programmes.

#### 4. FEES & PAYMENT

- 4.1 All payments of Fees must be made payable to SIDC in full before access to the Familiarisation Programmes can be confirmed. Failure to make full and prior payment of Fees will be deemed as unsuccessful registration and/or subscription and consequently SIDC reserves the right to deny access to the Familiarisation Programmes.
- 4.2 You shall be responsible for all costs you incur in connection with your selected subscription of the Familiarisation Programmes.

#### 5. FP ONLINE LEARNING PROGRAMME

- 5.1 You may access your FP Online Learning Programme through multiple devices but simultaneous logins (e.g. two or more logins to the same account at the same time), is not allowed.
- 5.2 The applicable access period for the FP Online Learning Programme is maximum two (2) month before assessment date of the Familiarisation Programmes or from the date of the confirmation of payment whichever is later.
- 5.3 No extension shall be provided above and beyond the stated maximum period.

#### 6. FP CLASSROOM LEARNING

- 6.1 You must bring the relevant joining instructions when attending FP Classroom Learning. All admission to FP Classroom Learning shall be subjected to the same admission requirements as per **Clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5** herein.
- 6.2 You must observe and adhere to all health and safety rules and regulations including but not limited to any other security requirements during your attendance to FP Classroom Learning,
- 6.3 If you fail to observe the rules set by SIDC or if your behaviour is deemed inappropriate by SIDC and/or SIDC's speakers or trainers, you agree that SIDC has the right to exclude and/or remove you from the FP Classroom Learning, without any refund or reimbursement of fees being accorded to you.

#### 7. FP ASSESSMENT

##### 7.1 FP Assessment Admission

- 7.1.1 You are advised to arrive early at the assessment centre for security checking purposes, among others.
- 7.1.2 The dress code for attending assessment at the SC building is BUSINESS ATTIRE. Inappropriate attire would include, but is not limited to, round-neck t-shirts, spaghetti straps and sleeveless tops, jeans, short pants/skirts, slippers, sport shoes, etc. You must strictly adhere to and comply with all rules and regulations imposed by the SC on its premise. You who fail to comply with the dress code will NOT be allowed to sit for the assessment.
- 7.1.3 You are required to register and obtain a visitor's pass from the reception counter located at the Ground Floor. You must display their visitor's pass prominently at all times when they are in the SC Building.
- 7.1.4 You MUST undergo thermal screening procedure, declare any travel history and complete the self-health declaration form as attached and submit the same to the reception counter at the SC building on the day of examination. Please be advised that entry to sit for the examination will NOT be allowed in the following case:
- **Your temperature reading is above 37.5 degrees;**
  - **You have recently returned from overseas;**
  - **You have recent history of Covid-19 symptoms;**
  - **YOU have been in close contact with Covid-19 patient.**
- 7.1.5 You are only permitted to access the following areas within the SC Building:
- **Examination Centre, Ground Floor (G)**
  - **Holding Room, Ground Floor (G)**
  - **Cafeteria, Lower Ground 1 (LG1)**
  - **Surau, Lower Ground 2 (LG2) which is accessible via lifts in "Core A" only**
- 7.1.6 You will NOT be admitted to the assessment centre 30 MINUTES after the start of an assessment.
- 7.1.7 You will NOT be allowed to leave the assessment centre within the first 30 MINUTES of an assessment.
- 7.1.8 You must sit at the designated seats.

- 7.1.9 You are REQUIRED to bring original and valid identification i.e.
- **NRIC (Malaysian)**
  - **Passport (Foreigner only)**
- 7.1.10 In the event you are not able to produce any of the identification document as stipulated in 4.1.9 above, the below documents is acceptable:
- **Driving License issued by Jabatan Pengangkutan Jalan Malaysia (JPJ)**
  - **Police Report issued by the Royal Malaysia Police (Polis Diraja Malaysia)**
  - **Temporary identification certificate from Jabatan Pendaftaran Negara (JPN)**
  - **Original document issued by Immigration Department of Malaysia**
- However, if you only produce identification document as listed in clause 4.1.10, your assessment result will NOT be released until the invigilators have sighted the original valid identification as listed in clause 4.1.10.
- 7.1.11 Those who fail to produce such identification will not be allowed to sit for the assessment.
- 7.1.12 You are only allowed to place their non-programmable electronic calculators (provided it is battery-powered, silent in operation and without print-out or graphic/word display functions) and valid identification on the table. Calculators brought into the examination centre are subject to inspection. Below are some examples of the calculator models which are allowed to be used during the examinations:
- **Texas Instruments BA II Plus**
  - **Hewlett Packard HP 12C**
  - **Casio FX100AU**
- 7.1.13 You are **NOT ALLOWED** to:
- bring in any stationery. Pencils/Markers and blank papers will be provided by SIDC during the assessment.
  - switch on their pagers, mobile phones, or any other electronics devices (except non-programmable calculator). All equipments must be switched off before entering the examination centre. All personal and study clauses must be placed at the designated areas during the assessment.
  - drink, eat or smoke during the assessment.
- 7.1.14 All devices and purses/wallets/valuable items are to be placed in the plastic bag provided by SIDC and to be kept at the your respective drawers or as per invigilator's instructions. All other personal and study clauses must be placed at the designated area during the assessment.
- 7.1.15 Invigilators reserve the right to confiscate items deemed prohibited during the assessment.
- 7.1.16 SIDC, SC and their respective employees and agents will not be liable for any personal injury to you or loss, theft or damage of personal property during the assessment or while in the assessment centre.
- 7.2 **During the FP Assessment**
- 7.2.1 You must observe strict silence, remain seated at all times and raise hands if assistance is required.
- 7.2.2 Should an emergency alarm be raised during the assessment, you should await and adhere to further instructions from the invigilator.
- 7.3 **At the end of the FP Assessment**
- 7.3.1 You are not allowed to remove any stationery supplied by the SIDC from the assessment centre.
- 7.3.2 You must proceed to wait at the designated waiting area for the collection of their assessment result slips.
- 7.4 **Uncollected Items**
- 7.4.1 You must take all their belongings with them before they leave the assessment centre. SIDC will not be responsible for any damage to the uncollected items.
- 7.4.2 In the event any personal items are left behind, you can arrange to collect them by contacting SIDC during business hours.
- 7.4.3 SIDC will keep all uncollected items for a maximum of 30 days from the date of the your assessment. Thereafter, the items will be disposed of accordingly and any claim after the 30-day period will not be entertained.

**8. FP ASSESSMENT - PRESCRIBED REFERENCE MATERIALS (PRMs)**

- 8.1 You are allowed to bring in and refer to their own PRMs as indicated in Table 3 for all programmes; namely programmes FPMR, FPTR1 and FPTR2.
- 8.2 The PRMs brought into the assessment centre are subject to the following:
- 8.2.1 The PRMs must be complete i.e. contains all parts/chapters/sections etc. Incomplete and/or partial PRMs will NOT be allowed as references during the assessment;
- 8.2.2 The PRMs must NOT contain any markings (e.g. highlights, written notes, underlines, attachments, drawings, folding, etc). However, only highlights, underlines and updates due to amendments to any provision are permitted. The PRMs which do not meet the above requirements will NOT be allowed as references during the assessment;
- 8.2.3 You are strictly PROHIBITED from marking the PRMs (e.g. highlighting, writing, underlining, drawings, folding etc) during the assessment; and
- 8.2.4 The invigilators have the right to inspect all PRMs before, during and after the assessment.

**Table 3: Prescribed Reference Materials**

PROGRAMME	PRMs and Amendments
<b>FPMR</b>	<ul style="list-style-type: none"> <li>• Securities Commission Act 1993</li> <li>• Capital Markets and Services Act 2007</li> <li>• Licensing Handbook</li> <li>• Guideline for Marketing Representatives</li> <li>• Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries</li> <li>• Guidelines on Sales Practices for Unlisted Capital Market Products</li> <li>• Guidelines on Market Conduct and Business Practices for Stockbrokers and Licensed Representatives</li> <li>• Rules of Bursa Malaysia Securities Berhad</li> <li>• Rules of Bursa Malaysia Derivatives Berhad</li> <li>• Rules of Bursa Malaysia Securities Clearing Sdn Bhd</li> <li>• Bursa Malaysia Securities Berhad Main Market Listing Requirements</li> <li>• Bursa Malaysia Securities Berhad ACE Market Listing Requirements</li> <li>• Guidelines on Unit Trust Fund</li> <li>• Equity Guidelines</li> <li>• Principal Adviser Guidelines</li> <li>• Prospectus Guidelines</li> <li>• Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework</li> <li>• Guidelines on Issuance of Private Debt Securities and Sukuk to Retail</li> <li>• Guidelines on Compliance Function for Fund Management Companies</li> </ul>
<b>FPTR 1</b>	<ul style="list-style-type: none"> <li>• Securities Commission Malaysia Act 1993</li> <li>• Capital Markets and Services Act 2007</li> <li>• Rules of Bursa Malaysia Securities Berhad</li> <li>• Bursa Malaysia Securities Berhad Participating Organisations' Trading Manual</li> <li>• Rules of Bursa Malaysia Securities Clearing Sdn Bhd</li> <li>• Licensing Handbook</li> <li>• Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries</li> <li>• Guidelines on Market Conduct and Business Practices for Stockbrokers and Licensed Representatives</li> <li>• Personal Data Protection Act 2010</li> </ul>
<b>FPTR 2</b>	<ul style="list-style-type: none"> <li>• Securities Commission Act 1993</li> <li>• Capital Markets and Services Act 2007</li> <li>• Rules of Bursa Malaysia Securities Berhad</li> <li>• Bursa Malaysia Securities Berhad Participating Organisations' Trading Manual</li> <li>• Rules of Bursa Malaysia Securities Clearing Sdn Bhd</li> <li>• Bursa Malaysia Securities Berhad Main Market Listing Requirements</li> <li>• Bursa Malaysia Securities Berhad ACE Market Listing Requirements</li> <li>• Bursa Malaysia Securities Berhad LEAP Market Listing Requirements</li> <li>• Licensing Handbook</li> </ul>

PROGRAMME	PRMs and Amendments
	<ul style="list-style-type: none"> <li>Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries</li> <li>Guidelines on Market Conduct and Business Practices for Stockbrokers and Licensed Representatives</li> <li>Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework</li> </ul>

- 8.3 SIDC will **CONFISCATE** any of the your PRMs which do not conform to SIDC's requirements and/or unauthorised PRMs for a particular module.
- 8.4 The reference materials listed in the study outlines shall not in any way limit the scope of the assessment questions and you are advised to continually update yourselves and not solely rely on the references listed when sitting for the assessment.
- 8.5 You are advised to purchase or download the relevant acts, guidelines and business rules to assist them in their studies.
- 8.6 In reference to changes on rules and regulations:
- Changes and amendments to the business rules and listing requirements of Bursa Malaysia can be obtained from the Bursa Malaysia website [www.bursamalaysia.com](http://www.bursamalaysia.com).
  - Changes to guidelines issued by the SC may be announced via press release and can be obtained from the SC website [www.sc.com.my](http://www.sc.com.my).
- 8.7 You are advised to refer to the SIDC website [www.sidc.com.my](http://www.sidc.com.my) for latest developments pertaining to FP assessment.

#### 9. FP ASSESSMENT - BIOMETRIC FINGERPRINT IDENTIFICATION

- 9.1 SIDC will randomly select any assessment candidate and scan fingerprints before, during or after the assessment. In the event that you are selected but refuse to do so, then you will NOT be allowed to sit or continue with the assessment.
- 9.2 You will not be allowed to attempt or continue with the assessment, if you fails the biometric fingerprint scan. SIDC reserved the right to withhold your assessment results until you pass the biometric scan.
- 9.3 If you are found to be using another person's NRIC or had asked another person to sit for the assessment on his/her behalf or taking the assessment for or on behalf of another person, then you shall be deemed to have committed a disciplinary offence and will be subjected to the penalty as stipulated in Clause 5: Disciplinary Action or any other penalty to be decided by the SIDC.
- 9.4 SIDC does not store your information/data obtained from the biometric fingerprint reader.

#### 10. FP ASSESSMENT - INTERRUPTION

- 10.1 SIDC will take all reasonable steps and precautions to ensure that the assessment are conducted without any interruptions.
- 10.2 In a situation where the assessment are interrupted due to unforeseen circumstances and/or circumstances beyond SIDC's control (power failure, computer breakdown, etc.), you are required to follow instructions given by invigilators. You will be notified of any alternative arrangements which may include, but not limited to, time extension for the assessment. In this regard, you are advised to make an allowance of additional four (4) hours in making travel arrangements.

#### 11. FP ASSESSMENT - RESULT

- 11.1 You will be given an official and FINAL assessment result upon the completion of the assessment provided there is no interruption (refer to **Clause 10: FP Assessment - Interruption**) during the assessment session.
- 11.2 In the event of assessment Interruption (refer to Clause 10: FP Assessment - Interruption), for those who attempt the assessment using pen and paper, the your official results shall be available as follows:
- 11.2.1 The assessment results will be ready for collection at the SC building on the eight (8th) working day from the date of the assessment. Those who wish to collect their official results shall complete and submit the relevant form to SIDC on the day of the assessment.
- 11.2.2 You are also allowed to call SIDC for their results on the eight (8th) working day from the date of the assessment. You will be provided with identification codes for this purpose and SIDC shall NOT release any results over the telephone if you fail to provide the correct code.

11.2.3 For those who have opted to receive their results by mail but did not receive their results within fourteen (14) working days from the assessment date may request for a duplicate result by completing and forwarding to SIDC the Duplicate Assessment Result Slip form for Familiarisation Programme with the original signature of the You. Notwithstanding the above, requests for duplicate result slip received 1 month after the assessment date will be charged RM20 per module. Requests for duplicate result slips will only be processed upon receipt of the completed Duplicate Assessment Result Slip form for Familiarisation Programme with the original signature of the You together with payment (where applicable).

- 11.3 The assessment result will be graded and released as either “PASS” or “FAIL”.
- 11.4 No assessment result shall be issued to those deemed ABSENT.
- 11.5 For normal and uninterrupted assessment, the result will NOT be released over the telephone, fax or any other electronic medium to any you or third party.
- 11.6 You may request for a duplicate copy of the assessment result slip by submitting the Duplicate Assessment Result Slip form for Familiarisation Programme to the SIDC and a fee of RM20 will be charged for each request. Requests for duplicate result slips will only be processed upon receipt of the completed Duplicate Assessment Result Slip form for Familiarisation Programme with the original signature together with payment (where applicable).
- 11.7 Duplicate Assessment Result Slip form for Familiarisation Programme with proof of payment should be emailed to [ellys@sidc.com.my](mailto:ellys@sidc.com.my) or [sharifah@sidc.com.my](mailto:sharifah@sidc.com.my).
- 11.8 The official assessment result graded as “PASS” is valid for two (2) years from the date of the assessment of that particular programme.

## 12. CONFIDENTIALITY

- 12.1 The questions and answers of the FP Assessment are the exclusive and confidential property of the SIDC.
- 12.2 You MUST NOT disclose the FP assessment questions and answers (hereinafter referred to as “**Confidential Information**”) to others or use, whether directly or indirectly, any of the Confidential Information for his/her benefit or for any other purpose.
- 12.3 You must IMMEDIATELY report to the SIDC any disclosure or solicitation for disclosure of the Confidential Information or any part of the Confidential Information which has come to your attention or which you become aware of.
- 12.4 Breach of this **Clause 12: Confidentiality** will cause irreparable harm to the SIDC where monetary remedies may not be adequate. Therefore in addition to any other available remedies, the SIDC shall be entitled to injunctive and other equitable relief from the courts of law to prevent the disclosure or misuse of the Confidential Information.
- 12.5 In the case where you are found to be in breach of this **Clause 12: Confidentiality** may be subjected to a disciplinary action under item 5: Disciplinary Action and/or legal action by the SIDC.

## 13. DISCIPLINARY ACTION

- 13.1 If you are found to have committed a disciplinary offence, found to have engaged in any form of misconduct during an assessment or failed to comply with any of the terms and conditions relating to Familiarisation Programmes, this may result in stern action being taken against you, such as (but not limited to) the SIDC withholding and/or revoking the your assessment results and/or banning you from sitting for **ALL** SC assessment for life or for a specified period of time.
- 13.2 Disciplinary offences shall include, but is not limited to the following:
- Talking to another candidate during assessment
  - Looking at another candidate’s answers
  - Bringing in unauthorised notes or devices during assessment
  - Soliciting confidential information relating to licensing assessment
  - Disclosing or soliciting for disclosure of confidential information relating to assessment as per **Clause 12. Confidentiality**
  - Providing answers or assistance to another candidate during assessment
  - Using another person’s NRIC to sit for the assessment or asking another person to sit for the assessment on your behalf or sitting for the assessment on behalf of another
  - Being disrespectful, argumentative, aggressive etc. with the invigilators
  - Any other action that is considered or can be interpreted as disciplinary offence by the SIDC
- 13.3 ou may appeal any decision made by the SIDC within **fourteen (14) days** of being notified of that decision. The decision of the SIDC on appeal shall be final and conclusive.

#### 14. CANCELLATION & DEFERMENT

- 14.1 Notwithstanding anything to the contrary herein, the subscription or purchases of whole or any part of the Familiarisation Programmes are strictly non-refundable for any reasons whatsoever and that no transfer of access and/or use of any the Familiarisation Programmes shall be allowed.
- 14.2 In the case where you could not attend the FP Classroom Learning and/or FP Assessment due to medical reason, you may apply to defer your participation and/or seating of the FP Classroom Learning and/or FP Assessment to another date as determined by SIDC **with a penalty fee of Ringgit Malaysia Three Hundred (RM300) only**. All deferral requests must be made in writing to SIDC accompanied by the necessary original scanned copy of the medical certificate and the above prescribed fee within seven (7) working days of the date of the FP Classroom Learning and/or FP Assessment, as the case maybe.
- 14.3 In the event of absenteeism due to death of an immediate family member (spouse, child, parent, parent-inlaw, grandparent, brother, sister only) occurring within seven (7) days prior to the date of the FP Classroom Learning and/or FP Assessment (as the case maybe), You shall be allowed to defer your participation and/or seating of the FP Classroom Learning and/or FP Assessment to another date as determined by SIDC. All the following documents must be received by the SIDC via email within five (5) full working days from the date of the FP Classroom Learning and/or FP Assessment (as the case maybe) namely the scanned copy of the death certificate and a written notice indicating the relationship between you and the deceased.
- 14.4 The decision of SIDC in all such matters shall be final and save for Clauses 14.2 and 14.3 above, no request for refund or deferment of the whole or any part of the Familiarisation Programmes shall be entertained.

#### 15. TERMINATION

- 15.1 You acknowledge that SIDC in its sole discretion may terminate your access or use of the whole or any part of the Familiarisation Programmes at any time, with or without notice to you.
- 15.2 Any termination by SIDC may result in the deletion of all of your data or information, and we will not be obligated to provide any backup or retrieval of the same.
- 15.3 Upon termination by SIDC, the obligations which by their nature are intended to survive shall survive including without limitation, those set forth in INTELLECTUAL PROPERTY, DISCLAIMER AND LIMITATION OF LIABILITY & INDEMNITY clauses herein.

#### 16. DISCLAIMER

- 16.1 SIDC reserves the right to amend the whole or any part of the Familiarisation Programmes at any time including but not limited to changing the speaker, date and to terminate your access or cancel the Familiarisation Programmes for any reasons deemes necessasaryr. SIDC shall not be responsible for any costs, damages or losses incurred by you due to the changes and/or cancellation. SIDC also reserves the right to make alternative arrangements without prior notice should it be necessary.
- 16.2 SIDC makes no warranties that the provision of the FP Online Learning Programme and/or FP Assessment aresecure, consistent or free from bugs, viruses, errors and omission and takes no responsibility for dropouts in the or other unforeseen interruptions to the Familiarisation Programmes in its entirety. SIDC also cannot take any responsibility for the integrity of your hardware (computer or device), your internet signal bandwidth, or any other consideration outside of the control of SIDC.
- 16.3 SIDC shall not be responsible for any problems or technical malfunction, including, without limitation, the acts or omissions of third party, operators, service providers, contractors or agents whom we may use to perform any part of the services in relation to Familiarisation Programmesand/or any problem or malfunction of any telephone network or lines, computer online systems, servers, computer equipment, software, failure of email or persons, traffic congestion on the Internet or at any web or combination thereof.
- 16.4 SIDC shall not be liable in cases where SIDC is unable to fulfil and/or deliver the Familiarisation Programmes due to any causes which are unforeseen by SIDC including but not limited to any act of war, acts of terrorism, governmental requirements, epidemic or pandemic outbreak, acts of local or central Government or other competent authorities, acts of God and industrial disputes. or any other reasons which are beyond SIDC's control.
- 16.5 SIDC does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training programme including course materials as well as for services provided by any third parties in relation to Familiarisation Programmes.
- 16.6 Opinions expressed are those of individual speakers or trainers and not necessarily those of SIDC. You should take professional advice when dealing with specific situations.

- 15.7 All Familiarisation Programmes are provided on 'As-Is' basis without any warranties of any kind. SIDC hereby disclaims all warranties, express or implied, including without limitation, all implied warranties, terms and conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement with respect to Familiarisation Programmes.
- 16.8 SIDC may provide access and links to third party tools, websites or resources which SIDC neither monitor nor have any control or input. Any use of such tools, websites or resources will be entire at your own risk and discretion. Their inclusion does not imply any endorsement or approval by SIDC and SIDC accepts no responsibility of liability in respect thereof.

## **17. INTELLECTUAL PROPERTY**

- 17.1 All intellectual property rights in all materials available from the Familiarisation Programmes including the design, graphics and text, audio and recording are owned by SIDC. Such content and/or materials may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without the SIDC's prior permission. Any such use is strictly prohibited and will constitute an infringement of the SIDC's intellectual property rights.
- 17.2 Any recording, broadcasting, rebroadcasting or web streaming of content produced by SIDC during your access or use of the Familiarisation Programmes are strictly prohibited. Any person found in violation of this term will be immediately ejected and infringement action may be brought against him/her.
- 17.3 Any breach by you of this clause 16 shall result in immediate termination whereby SIDC shall be entitled to cease to provide access to the Familiarisation Programmes including any other SIDC's physical and virtual training programmes.

## **18. LIMITATION OF LIABILITY & INDEMNITY**

- 18.1 You agree to waive and hold SIDC harmless from any claims relating to any action taken by SIDC including the refusal, removal, modification or denial of access to Familiarisation Programmes or other appropriate action in relation to any suspected or alleged breach of this terms and conditions.
- 18.2 You agree to defend, indemnify and hold harmless SIDC, from and against any and all losses, liabilities, damages, settlement amounts, and reasonable attorneys' fees, disbursements and costs arising from any actions, suits, threats, allegations, demands or claims brought by any third party resulting from or relating breach of any of terms and conditions contained herein.

## **19. GENERAL**

- 19.1 You hereby agree that SIDC may process your information in accordance with the Personal Data Notice as stated in [<https://www.sidc.com.my/pdpa/>] which forms an integral part of these terms and conditions.
- 19.2 These terms and conditions constitute the entire agreement between the parties with respect to the Familiarisation Programmes hereunder and supersedes all other prior agreements and understandings, both written and oral.
- 19.3 These terms and conditions shall be governed by the laws of Malaysia and the courts within Malaysia shall have exclusive jurisdiction over any issues regarding the interpretation or enforcement of the same.

## **20. ENQUIRIES, COMMENTS AND SUGGESTIONS**

- 20.1 Any enquiries pertaining to Familiarisation Programmes should be sent to:

**Securities Industry Development Corporation**  
**3, Persiaran Bukit Kiara**  
**Bukit Kiara**  
**50490 Kuala Lumpur**

Tel : 03-6204 8892 / 8274 / 8439  
 E-mail: [sidc@sidc.com.my](mailto:sidc@sidc.com.my)

### Health Screening Form for Visitors

Dear Sir / Madam,

To prevent the spread of the Covid 19 in our organisation and reduce the risk of exposure to our staff and visitors, we are conducting a simple questionnaire. Your participation is important for us to take precautionary measures to protect you and everyone in this building. Thank you for your time.

Visitor's name:	Mobile contact number:
NRIC / Passport No:	Nationality (for foreigner only)
Meeting venue/floor/department to visit:	
<b>Self-declaration by visitor</b>	
1.	<p>Do you have any of the symptoms below?</p> <p> <input type="checkbox"/> Fever      <input type="checkbox"/> Dry cough      <input type="checkbox"/> Body aches      <input type="checkbox"/> Headaches  <input type="checkbox"/> Sore throat      <input type="checkbox"/> Runny nose      <input type="checkbox"/> Fatigue      <input type="checkbox"/> Shortness of breath  <input type="checkbox"/> None of the above </p>
2.	<p>Have you been in contact with a confirmed Coronavirus patient in the past 14 days?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
3.	<p>Have you travelled out of Malaysia to countries affected by Covid-19 in the last 14 days?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
4.	<p>Have you travelled to any Covid-19 Red Zone areas within Malaysia in the last 14 days?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
<p>If your response to any of the above question is "Yes", you are not allowed to the SC and/or attend the event.</p>	

Signature of visitor: \_\_\_\_\_

Date: \_\_\_\_\_

For Official Use Only		
Temperature reading of visitor	Recorded by staff (name)	Date