

SC LICENSING EXAMINATION TERMS & CONDITIONS (April - June 2022)

1. MODULE COMBINATION FOR LICENCES AND REGISTRATION

- 1.1. It is vital for professionals, wishing to participate in the capital market, to have the relevant & required competencies. In this regard:
 - 1.1.1 applicants for Capital Markets Services Representative's Licence (CMSRL) and candidates for head of operations, head of compliance and compliance officers are required to pass the relevant examinations as prescribed in the Licensing Handbook; and
 - 1.1.2 those who intend to be the employees of registered persons who carry out the regulated activities specified in Part 1 of Schedule 4 of the Capital Markets & Services Act 2007 (permitted capital market activities) are required to pass the relevant examinations as prescribed in the Guidelines on Investor Protection.
- 1.2. The combination of examinations applicable for the respective regulated activities and/or candidates for head of operations, head of compliance and compliance officers as well as for those who intend to be the employees of registered persons who carry out the permitted capital market activities are as follows:

No	Regulated Activity	Description	No	Regulated Activity	Description
1	Dealing in securities	 Applicants must pass the SC Licensing Examination: Modules 6 & 7 or 6 & 18 or 7 & 17 or 17 & 18. For CMSRL Applicants - CFA charter holder are exempted from Module 7 of the SC Licensing Examinations 	5	Investment Advice	 Applicants must pass the SC Licensing Examination: Modules 12 & 19 or 12 & 19A. For CMSRL Applicants - CFA charter holder are exempted from Module 12 of the SC Licensing Examinations.
		 Dealing in unlisted debt securities only Applicants who are certified by Financial Markets Association or Persatuan Pasaran Kewangan Malaysia (PPKM) as eligible. 	6	Financial Planning	 No specific SC Licensing Examination required.
2	Dealing in Derivatives	 Applicants must pass the SC Licensing Examination: Modules 14 & 16 or 17 & 18 or 14 & 17 or 16 & 18. For CMSRL Applicants - CFA charter holder are exempted from Module 14 of the SC Licensing Examinations 	7	Head of operations	Candidates must pass the SC Licensing Examination - Modules 6 & 7 or 6 & 18 or 7 & 17 or 17 & 18.
3	Fund Management in relation to portfolio management	• Applicants must pass the SC Licensing Examination: Modules 9 & 10.	8	Head of compliance and compliance	Candidates must pass the SC Licensing Examination - Module 11 and the relevant modules as determined by the regulated activities of his principal:

Table 1: Combination of Examinations

No	Regulated Activity	Description	No	Regulated Activity	Description
	(Including digital investment management and boutique portfolio management company)	 For CMSRL Applicants - CFA charter holder are exempted from Module 10 of the SC Licensing Examinations. 		officer	 Dealing in securities - Modules 6 & 7 or 6 & 18 or 7 & 17 or 17 & 18; Dealing in derivatives - Modules 14 & 16 or 17 & 18 or 14 & 17 or 16 & 18; and Fund management in relation to
4	Advising on Corporate Finance	 Applicants must pass the SC Licensing Examination: Modules 12 & 19 or 12, 19A & 19B. For CMSRL Applicants - CFA charter holder are exempted from Module 12 of the SC Licensing Examinations. 			portfolio management - Modules 9 & 10.

2. EXAMINATION MODULES

2.1. Securities Industry Development Corporation (SIDC) offers multiple choice question examinations for individuals wishing to undertake one or more regulated activities under the Capital Markets & Services Act 2007.

MODULE	DESCRIPTION	NO. OF QUESTIONS	DURATION (MINUTES)	PASS MARK %
6	Stock Market and Securities Law	60	90	60
7	Financial Statement Analysis and Asset Valuation	60	90	60
9	Funds Management Regulation	30	60	60
10	Asset and Funds Management	30	60	60
11	Fundamentals of Compliance	40	60	70
12	Investment Management and Corporate Finance	60	90	70
14	Derivatives	60	90	70
16	Rules and Regulations of Derivatives	60	90	70
17	Securities and Derivatives Trading (Rules and Regulations)	100	150	70
18	Securities and Derivatives Trading (Products and Analysis)	100	150	70
19	Advisory Services (Rules and Regulations)	60	90	70
19A	Advisory Services (Rules and Regulations) - Part A	40	60	70
19B	Advisory Services (Rules and Regulations) - Part B	30	60	70

Table 2: Description of Examination Modules

- 2.2. The study outlines published by SIDC are designed to assist candidates in their preparation for the licensing examinations and are correct at the time of print. Study outlines for respective modules are available for download at <u>www.sidc.com.my</u>. Upon request, SIDC may courier the study outlines to candidates. Standard courier charges apply.
- 2.3. SIDC reserves the right to amend the study outlines from time to time as it deems appropriate.
- 2.4. Given the rapid development of the Malaysian capital market and the consequential changes in its regulations, candidates are advised to update themselves with the relevant changes before attempting the examinations.

2.5. Candidates will be tested on prevailing financial reporting standards, contract specifications, acts, guidelines, rules and regulations. However, in the event of any amendments to financial reporting standards, contract specifications, acts, guidelines, rules and regulations, candidates will be tested on the previous financial reporting standards, contract specifications, acts, guidelines, rules and regulations, rules and regulations for a period **not exceeding one (1) month** from the effective date of the amendments.

3. EXAMINATION MODE, REGISTRATION, FEES & PAYMENT

- 3.1. To sit for the SC Licensing Examinations, the candidates may select one of the mode of examination as provided below:
 - Option 1: Centre Based Examinations (Physical) Examinations to be conducted at the Computer Based Examination (CBE) Centre in the Securities Commission Malaysia building or other designated physical examination centres as determined by SIDC; OR
 - Option 2: Remote Proctored Examinations Examinations to be conducted remotely at candidates' own locations and shall be subjected to the required technical requirements and the examination time as per the Malaysian standard time (UTC+08:00), which may be changed, revised or updated by SIDC from time to time and as and when necessary.
- 3.2. SIDC's offering of the above options are however subjected to seat availability on first-come first-served basis and upon successful payment of the relevant fees. Please refer to the Exam Calendar at <u>www.sidc.com.my</u> for the examination dates on which Option 1 and Option 2 are offered.
- 3.3. The registration for examinations (for both Option 1 and Option 2) is to be done online by accessing SIDC's website at www.sidc.com.my.
- 3.4. Candidates are required to create an account to register for the examinations. To create an account, candidates are to sign-up at www.sidc.com.my. Upon signing-up, an invitation link will be sent to the email address which the candidates use to create the account. Once sign-up is successful, candidates can proceed to complete the registration for the examinations and make payment of the relevant fees via the candidates' registered account.
- 3.5. The closing date for registration is **three (3) working days** (excluding weekends and public holidays) prior to the date of the examination (refer to the SC Licensing Examinations Calendar at <u>www.sidc.com.my</u> for the last registration date).
- 3.6. Candidates agree and undertake to provide true, accurate, current and complete information as prompted during the sign-up to create an account and are solely responsible in all respects for the use, protection and confidentiality of any password given to the candidates and such passwords may only be used personally by the candidate and may not be shared or transferred to any third parties. Candidates further agree to notify and email immediately to <u>scleregistration@sidc.com.my</u> of any unthorised use or breach of security which comes to the candidates' attention.
- 3.7. SIDC reserves the right to reject any application if the form and/or details submitted are incomplete or inaccurate although payment has been made and receipts have been issued.
- 3.8. Selected reference materials (acts, guidelines, rules, study guides etc.) can be purchased from the SIDC e-SHOP at <u>www.sidc.com.my.</u>
- 3.9. The examinations fees for the respective modules are as follows:

Table 3: Examination Fees

		FIRST SITTING & RE-SITTING			
MODULE	DESCRIPTION	Examination Fee (RM) Applicable for Malaysian Resident	Examination Fee (RM) Applicable for Non-Resident		
6	Stock Market and Securities Law	400	1800		
7	Financial Statement Analysis and Asset Valuation	400	1800		
9	Funds Management Regulation	400	1800		
10	Asset and Funds Management	400	1800		
11	Fundamentals of Compliance	400	1800		

		FIRST SITTING & RE-SITTING			
MODULE	DESCRIPTION	Examination Fee (RM) Applicable for Malaysian Resident	Examination Fee (RM) Applicable for Non-Resident		
12	Investment Management and Corporate Finance	400	1800		
14	Derivatives	400	1800		
16	Rules and Regulations of Derivatives	400	1800		
17	Securities and Derivatives Trading (Rules and Regulations)	500	2000		
18	Securities and Derivatives Trading (Products and Analysis)	500	2000		
19	Advisory Services (Rules and Regulations)	400	1800		
19A	Advisory Services (Rules and Regulations) - Part A	400	1800		
19B Advisory Services (Rules and Regulations) - Part B		400	1800		

3.10. Payment is to be made online using the following payment methods.

- FPX;
- Debit/Credit Card; or
- Selected e-wallets.
- 3.11. SIDC further reserves the right to deny, withdraw or invalidate the candidates' registration if SIDC (in retrospect) discovers irregularities relating to the payment, including, but not limited to fraud.
- 3.12. Candidates who wish to select the Centre Based Examinations (Physical) option shall be subjected to pay a nonrefundable administrative fee of Ringgit Malaysia One Hundred (RM100.00) in addition to the abovesaid examination fees.

4. REMOTE PROCTORED EXAMINATIONS

- 4.1. Candidates who have selected and registered to sit for Remote Proctored Examinations shall be responsible to ensure that the technical system and equipments are indeed in compatible and in order prior to examination date. SIDC shall not be responsible and disclaim all liabilities for any system, equipment, network malfunction, internet or service disruption that could affect the candidates during the examination session.
- 4.2. Candidates hereby understand and agree as follows:
 - i. to provide an official means of photographic identification, such as NRIC, passport which are valid and government issued photographic identification document, failing which candidate examination attempt may not be approved;
 - ii. to allow and authorise SIDC to record and monitor the examination session including the candidates face, voice, screen activity. This monitoring will be conducted by machine and/or by a live person; and
 - iii. to authorise SIDC to view and share the monitoring and recording of the said examination session but not limited to other relevant information and data to SIDC's appointed remote proctor provider as well as the Securities Comission Malaysia, where and if required.

iv. to observe and comply with the following, failing which Clause 11 (Offences and Disciplinary Action) may apply and the candidates examination session will be terminated immediately without any refund to the candidates whatsoever:

4.3. Candidates understand and agree that SIDC and/or its appointed remote proctoring provider have the right to immediately halt, stop, terminate and/or remove any candidate from the examination session for any display of unusual, suspicious, inappropriate or unprofessional behaviour as listed above or those that tantamount to cheating and/or other misconduct deemed as Offences & Disciplinary Actions as provided under Clause 11 herein. Any breach or failure to observe and comply with this Clause 4, Clause 8 and/or Clause 11 herein by the candidates may result in SIDC invoking the necessary disciplinary actions against the candidate and consequently, candidate's examination results would either be withheld or invalidated without any refund. In such cases, SIDC has the right to use the recoding of candidate as evidence to invoke any displinary action against the candidate.

5. CHANGE OF EXAMINATION MODULE(S), DEFERMENT, CANCELLATION OR DUPLICATE RESULT

- 5.1. Subject to the terms and conditions provided herein, the candidates may apply to:
 - Change their choice of examination module(s);
 - Defer the date of their registered examination;
 - Absenteeism Due to Medical Reason;
 - Request for duplicate result;

• Cancel their registered examination.

Request	Fee	Timelines and conditions
Change of Examination Module(s)	RM50 per module (Malaysian Resident) RM300 per module (Non-Resident)	 Application and payment via the candidates' registered account Application must be made not later than five (5) full working days (excluding weekends and public holidays) prior to the date of the examination. Any late submission WILL NOT, under any circumstances, be entertained. The examination date and session shall remain unchanged. Any change to the examination date and session shall be subjected to request for 'Deferment' below.
Deferment	RM50 per module (Malaysian Resident) RM300 per module (Non-Resident)	 Application and payment via the candidates' registered account Application must be made not later than five (5) full working days (excluding weekends and public holidays) prior to the date of the examination, failing which the examination fee for the said module shall be forfeited.
Absenteeism Due to Medical Reason	RM50 per module (Malaysian Resident) RM300 per module (Non-Resident)	 Application and payment via the candidates' registered account Application must be made within three (3) full working days (excluding weekends and public holidays) from the date of the examination. Candidates MUST provide scanned copy of the medical certificate in their application.
Duplicate Result	RM20 per module (Malaysian Resident)	 Application and payment via the candidates' registered account Candidates who sat for the examinations before 2021, may request for a duplicate by email the request to <u>AssessmentSecretariat@sidc.com.my</u> The "Print Duplicate Result" button will become available once payment is successful for candidate
	RM120 per module (Non-Resident)	to print the duplicate result. Candidates who sat for the examinations PRIOR to 2021 • Candidates to email their request to
Cancellation	RM100 per module (Malaysian Resident) RM450 per module (Non-Resident)	 AssessmentSecretariat@sidc.com.my Application and payment via the candidates' registered account Application must be made not later than five (5) full working days (excluding weekends and public holidays) prior to the date of the examination, failing which the examination fee for the said module shall be forfeited. SIDC will refund the balance of the examination fee, (if any) after deducting the penalty for cancellation.

5.2. Please refer to the SC Licensing Examinations Calendar at <u>www.sidc.com.my</u> for the last eligible date for deferment/cancellation.

6. RESIGNATION (FOR CANDIDATES SPONSORED BY COMPANY)

- 6.1. If a candidate sponsored by a company resigns, the company must provide the written notice via email to SIDC at <u>scleregistration@sidc.com.my</u> no later than five (5) full working days (excluding weekends and public holidays) prior to the date of the examination. Faxed copy of the company's written notice will not be accepted.
- 6.2. In this circumstance, a penalty fee of **RM100** per module will be imposed and the balance of the examination fee, (if any) will be refunded to the company.
- 6.3. Companies are not allowed to replace candidates for any examination.

7. ABSENTEEISM

- 7.1. Candidates who are unable to attend and sit for the examination on the examination date, for whatever reason, will be deemed as "ABSENT".
- 7.2. Failure to attend the examination will result in the examination fee being forfeited.

7.3. Absenteism Due to Death

- 7.3.1. In the event of absenteeism due to death of an immediate family member (spouse, child, parent, parentin-law, grandparent, brother, sister only) occurring within **seven (7) days** prior to the examination date, the candidate is allowed to defer the examination to another date. All the following documents must be received by SIDC via email at <u>AssessmentSecretariat@sidc.com.my</u> within **five (5) full working days** from the date of the examination:
 - A scanned copy of the death certificate;
 - A written notice from the candidate indicating the relationship between the candidate and the deceased.

8. CONFIDENTIALITY

- 8.1. The questions and answers of the SC Licensing Examinations are the exclusive and confidential property of SIDC.
- 8.2. Candidates are expressly prohibited and **MUST NOT** copy, record, disclose, publish, reproduce, transmit and/or disseminate the SC Licensing Examinations questions and answers (Confidential Information) in whole or in part, in any standard, form or format or by any means, written, electronic or mechanical, to any other persons and/or use, whether directly or indirectly, any of the Confidential Information for his/her benefit or for any other purpose.
- 8.3. It is the candidates responsibility to **IMMEDIATELY** report to SIDC on any disclosure or solicitation for disclosure of the Confidential Information or any part of the Confidential Information which has come to his/her attention or which he/she becomes aware of.
- 8.4. Breach of this Clause 8: Confidentiality will cause irreparable harm to SIDC for which you may be held personally liable and where monetary remedies may not be adequate. Therefore in addition to any other available remedies, 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.
- 8.5. Candidates in breach of this Clause 8: Confidentiality may be subjected to a disciplinary action under Clause11: Offences & Disciplinary Action and/or legal action by SIDC.

9. EXAMINATION RESULT

- 9.1. The candidates examination result will be available **three (3) working days** after the completion of the examinations, subject to there being no interruption during the examination (Refer to Clause 10 for Examination Interruption). Candidates will be able to view and self-print the examination result (the "e-Result Slip") via the candidates' registered account.
- 9.2. The examination result will be graded and released as either "PASS" or "FAIL" and will show the score. The examination result is **FINAL** and request to review or recheck the examination result will **NOT** be entertained.
- 9.3. The e-Result Slip can only be printed **ONCE**. Candidate may save the e-Result Slip to their device. Candidates shall be solely responsible for the security and safekeeping of their e-Result Slip.

- 9.4. The e-Result Slip contains a QR code. Those who scan the QR code will be brought to the SIDC e-Result 'verification' page which displays the candidate's details (Name, Identity Card Number / Passport, examination date, examination module and examination result).
- 9.5. With the introduction of the e-Result Slip, candidates hereby give consent to allow third parties to access the details of their examination i.e. Name, Identity Card Number/Passport, examination date, examination module and examination result.
- 9.6. No examination result shall be issued to candidates deemed ABSENT.
- 9.7. The official examination result graded as "PASS" is valid for **two (2) years** from the date of the examination of that particular module.
- 9.8. Candidates may request for **performance analysis** by emailing their request to <u>scleregistration@sidc.com.my</u> with a non-refundable fee of **RM75** per module. Proof of payment of the prescribed fee must be submitted together with the request. Failure to make full payment will be deemed as unsuccessful application. The performance analysis will indicate the candidate's performance (in terms of range of percentage) in each section as per the table on maximum composition of questions in the respective module's study outline.
- 9.9. A performance analysis or any other information produced by SIDC relating to the candidate's licensing examination shall be definitive proof of such examination result, performance analysis or such other information provided.

10. EXAMINATION INTERRUPTION

- 10.1. SIDC will take all reasonable steps and precautions to ensure that the examinations are conducted without any interruptions.
- 10.2. **Centre Based Examinations (Physical):** In a situation where the examinations are interrupted due to unforeseen circumstances and/or circumstances beyond SIDC's control (power failure, computer breakdown, etc.), candidates are required to follow instructions given by the invigilators. Candidates will be notified of any alternative arrangements which may include, but not limited to, cancellation of the session, conduct of examination via pen and paper, time extension for the examination etc. In this regard, candidates are advised to make an allowance of additional four (4) hours in making travel arrangements.
- 10.3. Remote Proctored Examinations: Subject to clause 4.1 above and if the interruption is due to events beyond SIDC's control (for e.g. power failure etc.), candidates are required to login back to the system within five (5) minutes of the interruption. SIDC will end the candidates examination session IMMEDIATELY if candidates fail to login within the stipulated time. NO refunds will be provided to candidates in such circumstances. Candidates will have to re-register and pay for the new examination session.

11. OFFENCES & DISCIPLINARY ACTION

- 11.1. Candidates are expected to behave in a professional manner and to conduct themselves as is appropriate. Any attempt to cheat or other behaviour that could be considered to compromise the integrity or confidentiality of the examination is treated with the utmost seriousness.
- 11.2. If a candidate is found to have committed a disciplinary offence, found to have engaged in any form of misconduct during an examination or failed to comply with any of the examination terms and conditions, this may result in stern action being taken against the candidate, such as (but not limited to) SIDC withholding and/or revoking the candidates examination results and/or banning the candidate from sitting for ALL SC licensing examinations for life or for a specified period of time.
- 11.3. Disciplinary offences shall include, but is not limited to the following:
 - Contacting, communicating, talking to or copying from any other candidate/source during the examination
 - Having someone else present in the exam area/room while taking the examination
 - Excessive logging-in and out of from the candidates registered account during the examination
 - Helping or receiving help from another candidate/person/source either via online or in person
 - Bringing in/having unauthorised/referring to notes or other devices during the examination
 - Soliciting confidential information relating to examination
 - Disclosing or soliciting for disclosure of confidential information relating to examination
 - Providing falsified information, documentation or statements as a means of a false identity including using another person's NRIC to sit for the examination or asking another person to sit for the examination on candidate's behalf or sitting for the examination on behalf of another
 - Being disrespectful, argumentative, aggressive etc. with the invigilators
 - Use of any recording equipment (including all photographic, video and audio recording equipment) and share, distribute, reproduce or sell in any manner or form or exam questions and/or any part of remote proctoring services for any purpose during or subsequent to the examination

- Tampering in any way with the e-Result Slip such as, but not limited to, changing the "PASS" or "FAIL", score, examination module, examination date, QR code etc.
- Any other action that is considered or can be interpreted as disciplinary offence by SIDC
- 11.4. A candidate may appeal any decision made by SIDC within **fourteen (14) days** of being notified of that decision. The decision of SIDC on the appeal shall be final and conclusive.

12. GENERAL RULES FOR SC LICENSING EXAMINATIONS

12.1. Admission for examinations

- 12.1.1. Candidates are **REQUIRED** to provide original and valid identification i.e.
 - NRIC (Malaysian)
 - Passport (Foreigner only)
- 12.1.2. In the event candidates are not able to produce any of the identification document as stipulated in 12.1.1. 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, for candidate producing identification document as listed in Clause 12.1.2, his/her examination result will **NOT** be released until the invigilators have sighted valid identification as listed in Clause 12.1.1

12.1.3. Those who fail to produce such identification will not be allowed to sit for the examination.

Remote Proctored Examinations

- 12.1.4. For Remote Proctored Examinations, candidates are advised to login to their regsitered account to access the examinations thirty (30) minutes prior to their examination session.
- 12.1.5. Candidates will NOT be allowed to sit for the examination **THIRTY (30) MINUTES** after the start of an examination.

12.2. Centre Based Examinations (Physical)

- 12.2.1. For Centre Based Examinations (Physical), candidates are advised to arrive early at the examination centre for security checking purposes, among others.
- 12.2.2. Candidates will **NOT** be allowed to sit for the examination **THIRTY (30) MINUTES** after the start of an examination.
- 12.2.3. The dress code for Centre Based Examinations (Phsyical) 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. Candidates must strictly adhere to and comply with all rules and regulations imposed by the SC or the other designated physical examination centres on its premise. Candidates who fail to comply with the dress code will **NOT** be allowed to sit for the examinations.

Notes for examination at SC Building

- 12.2.4. Candidates are required to register and obtain a visitor's pass from the reception counter located at the Ground Floor. Candidates must display their visitor's pass prominently at all times when they are in the SC Building. Upon registering at the reception counter, candidates are to proceed to the designated Holding Room while waiting for the examination session to begin.
- 12.2.5. Candidates MUST declare any travel history and complete the self-health declaration form. Candidates are required to email the completed form to <u>AssessmentSecretariat@sidc.com.my</u> forty-eight (48) hours prior to the date of the examination and to submit the same to the reception counter at the SC Building on the day of examination.
- 12.2.6. Candidates MUST undergo thermal screening procedure at the SC Building. Please be advised that entry to sit for the examination will NOT be allowed in the following case:
 - Candidate's temperature reading is above 37.5 degrees
 - Candidate have recently returned from overseas

- Candidate have recent history of Covid-19 symptoms
- Candidate have been in close contact with Covid-19 patient
- 12.2.7. Candidates are only permitted to access the following areas within the SC Building:
 - Examination Centre, Ground Floor (G)
 - Holding Room, Ground Floor (G)

For areas other than those stated above, candidates are required to register with the reception counter.

- 12.2.8. All devices and purses/wallets/valuable items are to be placed in the plastic bag provided by SIDC and to be kept at the candidates' respective drawers or as per invigilator's instructions. All other personal and study items must be placed at the designated area during the examination.
- 12.2.9. The PRMs brought into the examination centre are subject to the following:
 - 12.2.9.1. 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 examination;
 - 12.2.9.2. 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 examination;
 - 12.2.9.3. Candidates are strictly PROHIBITED from marking the PRMs (e.g. highlighting, writing, underlining, drawings, folding etc) during the examination; and
 - 12.2.9.4. The invigilators have the right to inspect all PRMs before, during and after the examinations
- 12.2.10. Invigilators reserve the right to confiscate items deemed prohibited during the examination.
- 12.2.11. SIDC, the SC and their respective employees and agents will not be liable for any personal injury to the candidate or loss, theft or damage of personal property of the candidate during the examination or while in the examination centre

12.3. During the examination

- 12.3.1. Candidates are allowed to bring in and refer to their own printed (hard copy) Prescribed Reference Materials(PRMs) for Regulations modules, namely Modules 6, 9, 11, 16, 17, 19, 19A and 19B. The list of PRMs for respective modules is available in the Study Outlines at www.sidc.com.my.
- 12.3.2. All Product modules, namely Modules 7,10,12,14 and 18 are closed-book examinations and candidates are NOT allowed to bring in/refer to any material during the examination.
- 12.3.3. Calculators to be used during the examination 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
- 12.3.4. Candidates are NOT ALLOWED to switch on any other electronics devices (except non-programmable calculator) during the examination. Mobile phones must be silent/switched off during the examination session. All personal and study items must be placed at the designated areas during the examination
- 12.3.5. Candidates must observe strict silence and remain seated at all times.
- 12.3.6. For Examinations at Examination Centres, should an emergency alarm be raised during the examination, candidates should await and adhere to further instructions from the invigilator.

12.4. At the end of the examination (Examinations at Examination Centres)

- 12.4.1. Candidates are not allowed to remove any stationery supplied by SIDC from the examination centre.
- 12.4.2. Candidates must take all their belongings with them before they leave the examination centre. SIDC will not be responsible for any damage to the uncollected items.
- 12.4.3. In the event any personal items are left behind, candidates can arrange to collect them from SIDC Regulatory Examination department during business hours.

12.4.4. SIDC will keep all uncollected items for a maximum of thirty (30) days from the date of the candidate's examination. Thereafter, the items will be disposed of accordingly and any claim after the 30-day period will not be entertained.

12.5. Personal Data

12.5.1. Candidates hereby agree that SIDC may process their information in accordance with the Personal Data Notice as stated in <u>https://www.sidc.com.my/pdpa</u> which forms an integral part of this Terms & Conditions.

12.6. Disclaimer

- 12.6.1. SIDC reserves the right to amend, change and/or cancel the examination session should circumstances beyond its control arise. SIDC shall not be responsible for any costs, damages or losses incurred by the candidates due to the changes and/or cancellation. SIDC also reserves the right to make alternative arrangements without prior notice should it be necessary.
- 12.6.2. SIDC makes no warranties that the provision of the remote proctored examinations shall be free from bugs, viruses, errors and omission and takes no responsibility for dropouts in the or other unforeseen interruptions to the Remote Proctored Examinations session. SIDC also cannot take any responsibility for the integrity of the candidates hardware (computer or device), internet signal bandwidth, or any other considerations outside of the control of SIDC.
- 12.6.3. SIDC shall not be responsible for any problems or technical malfunction, including, without limitation to, the acts or omissions of third party, operators, service providers, contractors or agents whom SIDC may use to perform any part of the services in relation to provision of the remote proctored examinations and/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.
- 12.6.4. SIDC shall not be liable in cases where SIDC is unable to fulfil and/or deliver the examination sessions 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.

13. ENQUIRIES, COMMENTS AND SUGGESTIONS

13.1. Any enquiries pertaining to examination should be sent to:

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

Tel: 03-6204 8665 E-mail: AssessmentSecretariat@sidc.com.my

13.2. SIDC welcomes constructive comments and suggestions. You can send them to:

Director, Professional Standards and Qualifications Securities Industry Development Corporation 3,Persiaran Bukit Kiara Bukit Kiara 50490 Kuala Lumpur E-mail: <u>AssessmentSecretariat@sidc.com.my</u>

These terms and conditions are governed by, and shall be construed in accordance with the the laws of Malaysia and that courts of Malaysia shall have the jurisdiction to hear and determine any suit, action or proceedings in connection with these terms and conditions.

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 and for any reasons as it deems fit. Such changes, modifications, amendments or updates shall come into effect immediately as published under the SIDC website at <u>www.sidc.com.my</u>.It is your responsibility to review any changes made to the terms and conditions from time to time.