

**UOB KAY HIAN SECURITIES (M) SDN BHD (194990-K)**

A Participating Organisation of Bursa Malaysia Securities Berhad  
 A Trading Participant of Bursa Malaysia Derivatives Berhad



Ground, 19th & 23rd Floor, Menara Keck Seng, 203 Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia.

Tel : +603 2147 1888 Fax : +603 2147 1889  
 Website : www.uobkayhian.com.my

Branch Code:	Client Code	Dealer's Rep
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**APPLICATION FORM FOR CORPORATE / INSTITUTIONAL / ASSOCIATION APPLICANT**

Type of Organisation please tick  in the relevant box

- Private     
  Public Limited     
  Government Agency     
  Society/ Association     
  Others \_\_\_\_\_

For Financial Institution please tick  the type of Institution in the relevant box

- Fund Manager     
  Bank / Finance Company     
  Others (Please specify) \_\_\_\_\_

Type of Account applying for (please tick  accordingly)

- Corporate Trading     
  Margin Account     
  Collateralised Account     
  UTRADE Account  
 External Margin     
  Custodian     
  Discretionary Finance     
  Extended Contra Account (ECA)  
 Day Trade     
  Leap Market     
  Intraday Short Selling (IDSS)     
  Shariah Trading Account  
 Others \_\_\_\_\_

Foreign Trading Facility - please tick  in the relevant box

Facility/ies Required	<input type="checkbox"/> Foreign Trading (FT) <input type="checkbox"/> Online FT  <input type="checkbox"/> Delayed Price Feed      All Exchanges (No Charges) <input type="checkbox"/> <sup>1</sup> Live Price Feed      Singapore (SGX) <input type="checkbox"/> <sup>1</sup> Live Price Feed      Hong Kong (HKEx) <input type="checkbox"/> <sup>1</sup> Live Price Feed <sup>2</sup> US (Nasdaq, NYSE & AMEX ) <input type="checkbox"/> <sup>1</sup> Live Price Feed      Others _____
Settlement Currency	<input type="checkbox"/> Multicurrency <i>Note</i> Client who select Multicurrency Settlement, the default settlement currency is the Exchange's traded currency. If Client do not select Multicurrency Settlement, the default settlement currency is in MYR

- Note: 1. Please take note that there will be charges for Live Price Feed  
 2. Client who request for Live Price Feed for NYSE and Nasdaq must execute the Subscriber Agreement

**DOCUMENTS TO BE SUBMITTED (NON RETURNABLE)**

<p><b>Companies Incorporated Under Companies Act 1965/2016</b></p> <p> <input type="checkbox"/> Form 9, Form 13, Form 24, Form 44, Form 49 &amp; M&amp;A of Companies Act 1965  <input type="checkbox"/> Section 14, 15, 28, 46, 58, 78, Constitution (if applicable) of Companies Act 2016  <input type="checkbox"/> Business License  <input type="checkbox"/> Annual Returns  <input type="checkbox"/> Board Resolution  <input type="checkbox"/> Photocopy of Directors/ Authorised Personnel NRIC  <input type="checkbox"/> Directors Personal Guarantee / Undertaking  <input type="checkbox"/> Certified Copy of Latest Audited Financial Statement  <input type="checkbox"/> Company Income Tax Form  <input type="checkbox"/> 3 Months Bank Statement                 </p>	<p><b>Organisation / Bodies Established Under An Act</b></p> <p> <input type="checkbox"/> Copy of Constitution / By Laws of The Society  <input type="checkbox"/> Certificate of Registration  <input type="checkbox"/> Copy of Resolution of Governing Body (e.g. Committee / Board Resolution)  <input type="checkbox"/> Photocopy of Principals / Directors / Authorised Signatories NRIC / Passport  <input type="checkbox"/> Certified Copy of Latest Audited Financial Statement  <input type="checkbox"/> 3 Months Bank Statement                 </p>
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<sup>3</sup> CDS Account No: 




Note: 3. If you do not have an existing CDS Account with UOB Kay Hian Securities (M) Sdn Bhd, please fill in Form FMN 010 to open CDS account or to provide instruction of opening clearing account(s).

Name of Institution / Corporation / Organisation / Association (As per Registration documents)

Grid for Name of Institution / Corporation / Organisation / Association

Registered Address

Grid for Registered Address with POSTCODE label

Telephone No. Country of Phone No. Malaysia US Others

Fax No Country of Fax No. Malaysia US Others

E-mail Address

Grid for E-mail Address

( Compulsory for UTRADE client & Derivatives client)

Website

Grid for Website

Correspondence Address / Business Address (if different)

Grid for Correspondence Address / Business Address with POSTCODE label

Registration No Date of Incorporation Place of Incorporation

REGULATED FINANCIAL INSTITUTION: Country of Jurisdiction the Entity is Regulated

Ownership Nature of Business Malaysian US Others

Malaysian Resident (For Exchange Control) Yes No

FATCA/ CRS RELATED INFO

1. Is the Company a foreign tax resident? Yes No If Yes, please specify: Country: Tax Identification No (TIN):

Please provide us with a completed Form W-9 if the Company is a U.S. tax resident.

If no TIN available, please tick following:

- Reason A - The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents
Reason B - No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)
Reason C - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN if you have selected this reason:)

- 2. Is the Company a "U.S. Person"? Refer to Part 15 for the definition of US Person
Yes
If yes, is the U.S. Person a "Specified U.S. Person"? (Refer to Part 15 for the definition of Specified US Person)
No
Yes, please complete and return signed Form W-9 for this Company and please provide this Company's U.S. Taxpayer Identification Number (TIN).
No
3. Is the Company a Non-U.S. Financial Institution? (Refer to Part 15 for the definition of Non-US FI) Yes No (Refer to question no.5)

4. If Yes (please complete the following)
- A.  The Company is a Non-participating Foreign Financial Institution
  - B.  The Company is a "Participating Foreign Financial Institution". Please provide the Company's Global Intermediary Identification Number (GIIN).
  - C.  The Company is a Malaysian-based Financial Institution. Please provide the Company's Global Intermediary Identification Number (GIIN). Do not tick this Box if you also tick Box A above for this Company.
  - D.  The Company is other Partner Jurisdiction Financial Institution. Please provide the Company's Global Intermediary Identification Number (GIIN). Do not tick this Box if you also tick Box A above for this Company.
  - E.  The Company is a Registered Deemed-compliant Foreign Financial Institution. Please provide the Company's Global Intermediary Identification Number (GIIN).
  - F.  The Company is a Certified Deemed-compliant Foreign Financial Institution. Please provide the Company's Global Intermediary Identification Number (GIIN).
  - G.  The Company is an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution. Please provide the Company's Global Intermediary Identification Number (GIIN). (Refer to question no .6(ii))
  - H.  The Company is another Investment Entity. Please provide the Company's Global Intermediary Identification Number (GIIN).
  - I.  The Company is a Financial Institution – Depository Institution, Custodial Institution or Specified Insurance Company.
  - J.  The Company is an Exempt Beneficial Owner.

Global Intermediary Identification Number ("GIIN")

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5. Is any of the Controlling Person of the Company a U.S. Person  
*Controlling Person is defined as natural person who has at least 25% shareholdings in the company.*  Yes  No (Refer to question no.6(i))

If Yes (please complete the following)

- A.  The Controlling U.S. Person is "Specified U.S. Person."
- B.  The Company is a Passive Non-Financial Foreign Entity (Passive NFFE). Passive NFFE is broadly defined as those legal entities set up to hold assets that produce investment income.
- C.  The Company is an Active NFFE. (Refer to Part 15 for the definition of Active NFFE)

If both A and B are ticked, please provide the following information for the Controlling Persons of this Passive NFFE who are also Specified U.S. Persons:

(Please attach a separate list if there is insufficient space)

Name of Controlling Person	Address	U.S. Taxpayer Identification Number

# Controlling Person means the natural person who exercise control over the company. If the Company and/or the Controlling Person are a tax resident of the United States, please provide your U.S. Taxpayer Identification Number and return a completed signed Form W-9. A U.S. citizen is considered a tax resident of the United States even if they are a tax resident of another jurisdiction.

6. (i) Please tick one of following:
- A.  The Company is a Passive Non-Financial Entity (Passive NFE). Passive NFE is broadly defined as those legal entities set up to hold assets that produce investment income.
  - B.  The Company is an Active NFE – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation. (Please provide the name of established securities market on which the corporation is regularly traded: \_\_\_\_\_)  
 (If you are a Related Entity of regularly traded corporation, please provide the name of regularly traded corporation that the Entity in (B) is a Related Entity of: \_\_\_\_\_)
  - C.  The Company is an Active NFE – a Government Entity or Central Bank
  - D.  The Company is an Active NFE – an International Organisation
  - E.  The Company is an Active NFE – other than (B)-(D)
- (ii) If you have ticked 4(G) or 6(i)(A), then please complete the following:
- (a) Indicate the name of any Controlling Person(s) of the Account Holder:
    - (i) \_\_\_\_\_ (ii) \_\_\_\_\_
    - (iii) \_\_\_\_\_ (iv) \_\_\_\_\_
  - (b) For each Controlling Person, please complete Individual Self-Certification Form.

<sup>4</sup> AUTHORISED CAPITAL RM \_\_\_\_\_

<sup>4</sup> PAID-UP CAPITAL RM \_\_\_\_\_

REPORTED PROFIT / (LOSSES) AS PER LATEST AUDITED FINANCIAL STATEMENT RM \_\_\_\_\_

Note: 4. Based on latest Audited Financial Statements

Sources of Funds for Investment

Business/ Capital  Loans  Others \_\_\_\_\_

AUTHORISED SIGNATORIES / PERSONS TO TRADE (AS PER BOARD RESOLUTION / AUTHORISATION DOCUMENT)		SPECIMEN SIGNATURE OF AUTHORISED SIGNATORIES / PERSONS TO TRADE	
1.		1.	
2.		2.	
3.		3.	

REFER TO FORM 24 / BOARD RESOLUTION

**3 BANK / FINANCIAL INSTITUTION REFERENCE**

Preferred bank account for electronic payment Auto Payment to Trust Account  Yes  No

Bank Name:	Branch
Account No:	<sup>6</sup> Account Name:
Address of Bank	<input type="checkbox"/> Saving account <input type="checkbox"/> Current account

Note: 5. Kindly take note that the bank account must be in your entity name and this bank must be located in Malaysia offering MEPS IBG services.

**FOR INSTITUTIONAL APPLICANT ONLY – Bank and CDS Account of Custodian Bank (if applicable)**

NAME OF CUSTODIAN BANK

BRANCH

BANK ACCOUNT NO

CUSTODIAN BANK'S CDS ACCOUNT NO

(If the above space is not enough, kindly attach the Settlement Instruction in separate sheets)

**4 EXPERIENCE AND INVESTMENT OBJECTIVES IN SECURITIES TRADING**

Securities / Derivatives Trading Experience  None  < 1 year  1- 5 years  > 5 years

Investment Objectives  Investment  Speculation  Mixed

Risk Tolerance  Aggressive  Moderate  Conservative

**5 OTHER PARTICULARS**

Has the Company and/or authorised person ever opened an account with UOB Kay Hian Securities (M) Sdn Bhd?  
 Yes, please state account number and reason for closing of account \_\_\_\_\_  No

Does the Company have existing Securities and/or Derivatives Trading Account with UOB Kay Hian Securities (M) Sdn Bhd?  
 Yes, Account No \_\_\_\_\_  No

Does the Company's Directors and/or authorised person have an immediate family working in UOB Kay Hian Securities (M) Sdn Bhd or its subsidiaries as an employee or Remisier or Future's Broker Representative?  
 Yes, please state name and relationship \_\_\_\_\_  No

Dealings in Securities as  Beneficial Owner  <sup>5</sup> Authorised Nominee  <sup>5</sup> Exempt Authorised Nominee

Note: 6. If you are not the Beneficial Owner, kindly make declaration as per Rule 5.15(8) of the Rules of Bursa Malaysia Securities Berhad

We hereby declare that we have been briefed and understand that Multi-Currency Securities that are listed on Bursa are foreign currency assets, thus these securities fall within the purview of Bank Negara Malaysia's Foreign Exchange Administrative Policy. We also understand that the same policy applies for our trading in securities listed in foreign Exchanges. Henceforth, all rules pertaining to investment in foreign currency assets are applicable.

We do solemnly declare that:

1. we are a \* resident / non resident;
2. we \* have domestic ringgit borrowing(s)/financing(s) / do not have domestic ringgit borrowing(s)/financing(s);
3. we shall consent to abide with and be bound by the provision of the Exchange Control Act 1953 and Bank Negara Foreign Exchange Administrative Policy and any amendments from time to time with regards to any transaction or payments to or from our relevant trading account(s);
4. we shall be fully responsible to monitor our share trading, limits and ensure compliance of our relevant trading account(s) with the Exchange Control Act 1953 and Bank Negara Foreign Exchange Administrative Policy and any amendments from time to time;
5. if our domestic ringgit borrowings status should change, it is our responsibility to notify the Company in writing and update the Declaration.
  - i). Residents are defined as:
    - Citizens of Malaysia (excluding persons who have obtained permanent resident status of a territory outside Malaysia and are residing abroad);
    - Non-citizens who have obtained permanent resident status in Malaysia and are residing permanently in Malaysia; or
    - Persons, whether body corporate or unincorporated, registered or approved by any authority in Malaysia.
  - ii). Domestic ringgit borrowings/financing(s) refer to any ringgit advances, loans, financing facilities, trade financing facilities, hire purchase, factoring facilities with recourse, financial leasing facilities, guarantee for payment of goods, redeemable preference shares or similar facilities in whatever name or form, except:
    - Trade credit terms extended by suppliers for all types of goods and services;
    - Forward foreign exchange contracts entered into with licensed onshore banks;
    - Performance guarantees and financial guarantees;
    - One personal housing loan and one vehicle loan obtained from Residents;
    - Credit card and charge card facilities;
    - Operational leasing facilities;
    - Factoring facilities without recourse; and
    - Inter-company borrowings within a corporate group in Malaysia.

With reference to UOBKH's Privacy Notice, we hereby solemnly:

1. declare that we have read and fully understood the Privacy Notice its contents which have been explained to us
2. consent, permit, agree and authorize UOBKH to have full access to our personal data and process our personal data information for the purposes stated in the Notice
3. undertake that we shall update and/or keep our personal data information up-to-date with UOBKH.

**CONSENT FOR CROSS SELLING, MARKETING, PROMOTIONS, ETC.**

In addition to the purposes stated in the Notice, we expressly consent and authorize UOBKH in accordance with Personal Data Protection Act to process any information that we have provided to UOBKH for the purposes of cross selling, marketing and promotions including administering offers and competitions, including disclosure to other companies within the UOBKH Group, its agent, servant and/or such persons or third parties as UOBKH may deem fit.

Yes       No

**Processing of Personal Data**

We acknowledge and agree that in providing your Stock Connect Northbound Trading Service to us, you will be required to:

- (i) tag each of our orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to us or the BCAN that is assigned to our joint account with you if appropriate; and
- (ii) provide to the Hong Kong Exchanges and Clearing Limited (the "Exchange") our assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to us as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification you have given us or consent you have obtained from us in respect of the processing of our personal data in connection with our account and your services to us, we acknowledge and agree that you may collect, store, use, disclose and transfer personal data relating to us as required as part of your Stock Connect Northbound Trading Service, including as follows:

- (a) to disclose and transfer our BCAN and CID to the Exchange and the relevant subsidiaries of The Stock Exchange of Hong Kong Limited ("SEHK") from time to time, including by indicating our BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store your BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store our BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use our BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement

agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and

- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store our BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.

By instructing you in respect of any transaction relating to China Connect Securities, we acknowledge and agree that you may use our personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Stock Connect Northbound Trading. We also acknowledge that despite any subsequent purported withdrawal of consent by us, our personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

#### **Consequences of failing to provide Personal Data or Consent**

Failure to provide you with our personal data or consent as described above may mean that you will not, or no longer be able, as the case may be, to carry out our trading instructions or provide us with your Stock Connect Northbound Trading Service.

#### **Information Collection Statement concerning Northbound China Connect Orders (Applicable For Institutional Client Only)**

We acknowledge and agree to use or transfer our identification information by UOB Kay Hian Securities (M) Sdn Bhd (including Entity name, Place of incorporation and Legal Entity Identifier (“LEI”) / Certificate of Incorporation number etc.) for the purpose of complying with the Investor ID Model regime for Northbound Trading. We hereby declare that:

- 1) The main account and all sub accounts of our institution are opened for (Funds / Proprietary Trading/ Others) \* purpose.
- 2) Our institution (belongs/ does not belong) \* to Trade-through Exchange Participants (“TTEPs”).  
The TTEP firm ID is:

\* to delete whichever is not appropriate

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### **DECLARATION FOR UTRADE SERVICES**

In consideration of UOB Kay Hian Securities (M) Sdn Bhd extending the UTRADE Services to us, we hereby declare that:

1. this application is subject to the approval of the Company which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary without limitation to the Covenants and Undertakings ;
2. we shall subscribe the Company’s UTRADE Services for a minimum of one (1) year and we will abide by all the Terms and Conditions stipulated in the Terms and Conditions of the Company’s UTRADE Services in force from time to time;
3. the company may from time to time vary the Terms and Conditions of the Company’s UTRADE Services and the charges at its absolute discretion with or without notifying us;
4. we understand and agree that all costs and charges incurred by us in using Company’s UTRADE Services shall be borne by us and we authorised the Company to debit our Trading Account with you for charges (if any) without refund;
5. we understand and agree that the Company reserves the right to reject, withdraw or terminate our application or usage of the Company’s UTRADE Services without notice and assigning any reason thereto; and
6. we shall register online and activate the UTRADE account and shall thereupon give our consent and acceptance to all the Terms and Conditions of the Company’s UTRADE Services online.

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### **AUTHORISATION AND UNDERTAKING FOR MULTICURRENCY SETTLEMENT**

#### **AUTHORISATION**

1. We hereby state our consent and authorise UOB Kay Hian Securities (M) Sdn Bhd (“the Company”) with immediate effect:
  - a) to settle our foreign securities transactions in the foreign market in the settlement currency of our choice that we notify or select herein and/or any updates therefrom.in the event we fail to inform or select the settlement currency, the Company is entitled at their discretion to settle our trade in Malaysian Ringgit (MYR) and/or any other currency and we will not raise any objection against the Company.
  - b) in the event we wish to settle in currency other than the currency we have notified or selected herein and/or any updates therefrom, then we must notify the Dealer’s Representative (“DR) by end of the trading day. Nevertheless, the Company shall have the right at any time to refuse to act on such instruction and we hereby agree that the Company shall not be liable for any loss and/or cost which we may incur.
  - c) furnish the contract notes for our foreign securities transactions in the respective country’s trading currency as well as MYR.
2. We hereby authorise our DR on our behalf to give instruction to the Company to amend and/or to change the settlement currency for our transaction conducted on the foreign market. We further authorise the DR to execute any relevant form(s) as required by you from time to time for the above purpose.
3. We further authorise the Company to perform the following in respect of our trust account:
  - a) convert from our domestic trust account or withdraw from our foreign currency trust account for the settlement purpose including to settle any interest/late payment charge, fees or charges, taxes, fines, penalty, corporate actions in respect of the transactions conducted on the foreign market
  - b) to credit into our foreign currency trust account and/or to convert to MYR and credit our domestic trust account, for any sales proceeds due from sales of securities listed on the foreign market
  - c) to withdraw from our foreign currency trust account(s) and remit to our Foreign Currency Account with any financial institutions.

#### **DECLARATION, UNDERTAKING AND ACKNOWLEDGMENT**

1. In consideration of the abovementioned authorization and request, we hereby acknowledge, accept and agree with the following terms and conditions:
  - a) to bear any fees, charges and/or penalties which may be charged by any agency banks or banking institutions should we remit foreign currency inward or outward via telegraphic transfers.
  - b) to pay the administrative fees charged by the Company for transactions conducted on the foreign market arising from our request to settle the above trades in foreign currency as may be imposed by the Company from time to time.
  - c) that the settlement currency selected by us when we place our order cannot be changed once the contract has been booked out.
  - d) in the event we choose to settle in foreign currency but fail to make available the required fund, we agree that the trade settlement shall be by default currency of MYR and we shall be liable for any additional charges/fees imposed by the company.
  - e) acknowledges and agrees that there are risks associated with dealing in securities in multiple markets and the settlement in the traded currency/ies.

- f) agrees that the Company has the right to charge interest/late payment charge in the traded currency on all overdue debit sum.
- g) to abide the Company's internal policies and any amendments or variation thereof.
2. In consideration of the abovementioned authorization and request, we hereby irrevocably undertake to indemnify the Company from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and expenses which the Company may sustain, incur and be liable to in consequence of or attributable to or arising from the Company performing the aforesaid request. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of our account with the Company.

## 11 DECLARATION FOR ELECTRONIC PAYMENT

We hereby:

1. affirm that all the information stated in this form are correct as at the date of this form and we are the beneficial owner of the bank account no. and account name as stated herein.
2. authorise the Company to credit into our bank account all our sale proceeds, contra gains, credit withdrawal and any sum standing to credit arising from our transaction(s) conducted through all the trading account(s) with the Company. Whilst the Company is authorised to pay direct to our bank account, we agree that the Company is not obligated to do so and may elect other means of payment as it deems appropriate without prior notice to us.
3. irrevocably authorise the Company to utilize the sale proceeds, contra gains and/or any sum standing to credit in our trading account(s) to set off against any amount due by us in any manner you deem fit.
4. irrevocably consent to disclose such of our personal information, as may be necessary to facilitate any payment that may be due to us in respect of the selling of securities, contra gains, credit withdrawal and any sum standing to credit in our trading account, directly into our bank account stated in this form or as may be updated from time to time.
5. irrevocably consent to indemnify Company and to keep Company fully indemnified from and against any expenses, loss, damages or liability, which Company may incur as a consequence of this electronic payment.

## 12 DECLARATION FOR ELECTRONIC CONTRACT NOTES AND ELECTRONIC STATEMENTS

We hereby instruct the company to deliver/issue our daily contract notes and/or any other statements/advices that may be made available to us by the Company in relation to the above Trading Account via the web portal stated above with immediate effect. We hereby agree and confirm the following:

1. consent to the issuance and delivery of contract notes and statements/advices to us in electronic form via the web portal.
2. accept and assume the risks associated with electronic or online devices, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond your control or anticipation and/or inherent risks in receiving electronic contract notes and statements/advices.
3. fully aware and understand the processes, procedures and risks involved in using the internet for the electronic services and we shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein.
4. understand and agree that in the event of the system failure where the electronic contract notes and statements/advices cannot be generated and/or delivered to us via web portal, the Contract Notes/Statements/advices will be sent to us in a hardcopy from via the post.
5. agree that this instruction shall be valid until written revocation is given by us to the Company. We also understand that you may cancel this service without providing any reason and/or prior notice to us.
6. shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection the Company acceding to our above request. We further agree to indemnify the Company and hold the Company harmless from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which the Company may sustain, incur and liable to in consequence of or attributable to or arising from the above request.
7. that all the information stated in this form are correct as at the date of this form and that we have not willfully withheld any facts.

## 13 ACKNOWLEDGEMENT AND DECLARATION BY APPLICANT

We hereby declare that the information given are true and correct. We hereby solemnly:

1. confirm and declare that we have read, fully understood and agree to be bound by all the covenants and undertakings and accept all the terms and conditions of the various type of Trading Accounts as hereinafter stated which we may have requested to open now or in future;
2. acknowledge that we have received a copy of the **STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT** and understand its contents which have been explained to us;
3. we have read the **FOREIGN SECURITIES RISK DISCLOSURE STATEMENT** for securities listed on the foreign stock exchanges and understand its contents, which have been explained to us;
4. declare that we have been briefed and understand Bank Negara Malaysia's Foreign Exchange Administrative Policy on the Multi-Currency Securities and shall consent to abide with and be bound by the provision of the Exchange Control Act 1953 and the declaration made herein;
5. agree that your acceptance of our applications shall constitute a valid agreement binding on us based on this declaration, information from the Application Form For Corporate/Institutional/Association Applicant and stipulations hereinafter contained in the Covenants and Undertakings, Terms and Conditions of the various type of trading accounts which we may have requested to open now or in future, as if an agreement under any written law relating to dealing in shares and/or other securities has been properly constituted and executed. In the event we do not apply or sign up for a particular type of account(s), then the declaration and the terms and conditions of that particular account(s) shall not be applicable to us;
6. agree that UOB Kay Hian Securities (M) Sdn Bhd reserves the right to reject this application without assigning any reasons whatsoever;
7. understand that the information supplied by us is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with UOB Kay Hian Securities (M) Sdn Bhd setting out how the Company may use and share the information supplied by us;
8. acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information;
9. certify that we are authorised to sign for the Account Holder in respect of all the account(s) to which this form relates;
10. declare that all statements made in this declaration are, to the best of our knowledge and belief, correct and complete; and
11. undertake to advise UOB Kay Hian Securities (M) Sdn Bhd within 7 days of any change in circumstances which affects the tax residency status of the Account Holder identified in this form or causes the information contained herein to become incorrect or incomplete (including any changes to the information on controlling persons identified in this form and to provide UOB Kay Hian Securities (M) Sdn Bhd with a suitably updated self-certification and Declaration within 7 days of such change in circumstances.
12. declare that we have put in place sufficient policies and programmes that are in line with the provisions of Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA) and we have been in compliance with our obligations imposed under AMLA.

**13. Applicable only to applicant who apply for trading in the Leap Market.**

We hereby declare that:

- a) this application is subject to the approval of the Company without limitation to the Covenants and Undertakings of the Application Form for Corporate Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;
- b) We hereby declare that we fall under the definition of Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 as follows:

- We (“the Company”) hereby declare that we fall under the definition of Sophisticated Investor, which is:
- ( ) A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts; or
  - ( ) A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies; or
  - ( ) A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
  - ( ) A corporation that is a public company under the Companies Act 1965 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
  - ( ) A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; or
  - ( ) A statutory body established by an Act of Parliament or an enactment of any State.

**Note** : - Proof of net assets/ income is compulsory.

- If none of the above categories apply to you, please mark and specify in the following box.

- If you fall under OTHER category/type of investor as provided herein per Schedule 6 and/or Schedule 7 of the CMSA 2007 (as amended, consolidated or re-enacted), please specify:

We hereby declare that we fall under the below category/type of investor:

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- c) Accordingly, we hereby irrevocably and unconditionally undertake to indemnify UOBKH and keep UOBKH fully and effectively indemnified against all claims, demands, losses, penalties, proceedings, damages and/or expenses that UOBKH may incur or suffer, whether arising directly or indirectly as a result of my/our declaration as herein contained.
- d) We make this declaration conscientiously believing the same to be true and accurate.
- e) We acknowledge that we have received a copy of the LEAP MARKET RISK DISCLOSURE STATEMENT and understand its contents which have been explained to us.
- f) We understand and agree that the Company reserves the right to reject, withdraw or terminate our application without notice and assigning any reason thereto.

**14 INTRADAY SHORT SELLING DECLARATION BY APPLICANT**

In consideration of UOB Kay Hian Securities (M) Sdn Bhd extending Intraday Short Selling (“IDSS”) facility to us, we hereby declare that:

- 1. this application is subject to the approval of the Company without limitation to the Covenants and Undertakings of the Application Form for Corporate Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;
- 2. We hereby declare that we are fulfill the criteria to execute IDSS and declare as follows:
  - a) we have opened a securities trading account with UOB Kay Hian Securities (M) Sdn Bhd;
  - b) we have entered into an agreement to borrow Eligible Securities or purchase ISSBNT Eligible Securities to settle all potential failed trades which may occur in the event any Intraday Short Selling executed by me are not closed off by the end of the day.
  - c) we fully understand the requirements and bound by the Rules of Bursa Securities in relation to IDSS;
  - d) we are not associated with the body corporate that issued or made available the Approved Securities in relation to which an order for short sale is to be entered.

Accordingly, we hereby irrevocably and unconditionally undertake to indemnify UOBKH and keep UOBKH fully and effectively indemnified against all claims, demands, losses, penalties, proceedings, damages and/or expenses that UOBKH may incur or suffer, whether arising directly or indirectly as a result of our declaration as herein contained.

- 4. We make this declaration conscientiously believing the same to be true and accurate.
- 5. We acknowledge that we have received a copy of the INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT and understand its contents which have been explained to us.
- 6. We understand and agree that the Company reserves the right to reject, withdraw or terminate our application without notice and assigning any reason thereto.



**Foreign Account Tax Compliance Act (FATCA)****Definition****1. US person**

The term 'US person' means"

- a citizen or resident of the United States
- a partnership created or organised in the United States or under the law of the United States or of any state, or the District of Columbia
- a corporation created or organised in the United States or under the law of the United States or of any state, or the District of Columbia
- any estate or trust other than a foreign estate or foreign trust (see Internal Revenue Code section 7701(a)(31) for the definition of a foreign estate and a foreign trust)
- a person that meets the substantial presence test
- any other person that is not a foreign person.

**2. US citizen**

The term 'US citizen' means:

- an individual born in the United States
- an individual who has a parent who is a US citizen

**3. Specified US person**

The term 'specified US person' means any US person other than:

- a. a corporation the stock of which is regularly traded on one or more established securities markets for a calendar year;
- b. any corporation which is a member of the same expanded affiliated group as a corporation the stock of which is regularly traded on one or more established securities markets for the calendar year;
- c. any organisation exempt from taxation under US federal tax law or an individual retirement plan;
- d. the United States or any wholly owned agency or instrumentality thereof;
- e. any state, the District of Columbia, any US territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- f. any bank incorporated and doing business under the laws of the United States (including laws relating to the District of Columbia) or of any state thereof;
- g. any real estate investment trust;
- h. any regulated investment company, or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940;
- i. any common trust fund;
- j. any trust that is exempt from tax or is deemed a charitable trust;
- k. a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any state;
- l. a broker;
- m. any tax exempt trust under a tax exempt or public school annuity plan or governmental plan.

**4. Non-Financial Foreign Entity (NFFE)**

The term Non-Financial Foreign Entity (NFFE) means a non-US incorporated/established entity that does not meet the definition of an FFI (foreign financial institution) and includes:

- listed or privately held operating or trading businesses
- professional service firms
- certain entities with a passive trade (ie, not an operating or trading business)
- charitable organisations.

**To** : UOB Kay Hian Securities (M) Sdn Bhd (194990-K)

Dear Sirs,

**Re** : Covenants and Undertakings

We hereby:

1. request to open trading account(s) (Trading Account) with the Company in our name or in such other name as we may request as indicated in page 1 of this Application for the purpose of trading in securities;
2. undertake to abide by all laws relating to our trading activities with you including without limitation to the Rules and Regulations of Bursa Malaysia Securities Berhad (BMSB), Memorandum and Articles of Association of the Bursa Malaysia Securities Berhad, Capital Markets and Services Act, by-laws, guidelines, directives by Bursa Malaysia Securities Berhad and any other approved Exchanges, Clearing Houses, Central Depositories, Bank Negara Malaysia and any relevant regulatory bodies and any other governing rules now in force or from time to time amended, revised or supplemented in respect of all transactions effected through our Trading Account whether or not on BMSB or other approved Exchanges;
3. further agree to comply with the rules, directives, policies and conditions set by the Company (whether notified to us or not) relating to the operation of our Trading Account which may be varied from time to time;
4. declare all particulars and information given in this application form are true and correct. We have not withheld any material facts or information and shall inform you if there is any change in the particulars or information provided herein. We hereby authorise you to verify at any time and from time to time all or any of the particulars and/or information furnished herein in such manner as you shall deem fit;
5. undertake to furnish you with such additional particulars and information as you may require at any time and from time to time;
6. declare and agree that our application herein is subject to your approval and you are absolutely entitled to reject our application or impose such conditions or restrictions as you may deem fit without giving any reason therefor;
7. agree that the acceptance and continuance of any or all our Trading Account shall be entirely at the Company's discretion;

8. authorise the Company to verify and exchange information contained in this application form and any information relating to our particulars, bank account(s) with other third parties as the Company may deem appropriate for the purpose of approving this application or the continuance of our Trading Account with the Company as long as we shall remain the company's client; and
9. without prejudice to Clause 8 above, should we now or in future maintain an account with any of the Company's related companies whether for purpose of trading and dealings in any financial instruments or otherwise, we hereby authorise the Company to disclose, divulge, exchange and to supply to or request from these related companies any information and/or documents relating to our Trading Account with the Company or our Trading Account with such related companies including but not limited to information and/or documents relating to the conduct of our Trading Account and trading position provided that the Company shall not disclose, divulge, exchange or supply any information and/or documents of which disclosure, divulgence, exchange or supply is prohibited by any relevant laws of Malaysia. The authorisation given herein shall subsist despite the subsequent closure of our Trading Account with the Company or closure of our Trading Account with its related companies.

This document and the Client's Application Form For Corporate/Institutional/Association Applicant collectively form the Agreement between the Client and UOB Kay Hian Securities (M) Sdn. Bhd (Company). The Terms and Conditions herein shall include but not limited to the Covenants and Undertaking in the Application Form For Corporate/Institutional/Association Applicant and/or the agreement(s) executed between the Client and the Company relating to the products and services by the Company and the terms and conditions therein and shall include all supplements, amendments and variations thereto shall collectively constitute the contract between the Client and the Company.

#### **A). GENERAL TERMS**

In the event the Trading Account is/are opened pursuant to this Application herein, we hereby further agree to the following:

1. authorise you to sell or buy securities at our Authorised Person's instruction. We hereby warrant that our Authorised Person shall have actual/ostensible authority to sell out/buy in securities on our behalf until such authority is expressly revoked and notice of such revocation is given in writing to you within twenty-four (24) hours of such revocation. We hereby warrant that we further authorise you to sell out or buy in any securities as may be required to clear our trade with you;
2. declare that we have the financial means to settle all our purchase contracts. We undertake to make immediate payment when the payment is due and the Company shall be entitled to apply such payment in any manner as the Company deem fit at their absolute discretion. We also undertake to inform the Company of any material facts that may adversely affect our financial position and/or our creditworthiness from time to time;
3. agree that our Trading Account is subjected to trading limit(s) set by the Company and the Company may as they deem fit, from time to time, at its absolute discretion increase and/or decrease our trading limit(s) without further references to us and such changes shall be binding upon our Trading Account;
4. undertake to pay any security deposit (for Islamic trading account shall be put with Islamic financial institutions) required of us in relation to any of our Trading Account including without limitation deposit for purchase contracts made/transacted by us and/or on our behalf and that for deposit in cash, as a general rule, the fund in the possession or control of Company (whether held in a trust account or subject to a trust in favour of us or otherwise) will be commingled with funds of other clients of the Company (where applicable in a trust account in accordance with the provisions of CMSA). Consequently, it would be administratively difficult and counter-productive to attempt to allocate the respective interest entitlement (if the trust account be interest bearing)/return entitlement (if the Islamic trust account bearing any return on the account) on an individual basis. It is a condition for Company accepting us as a client that we agree therefore to waive and relinquish in favour of Company any and all entitlement to interest/return accruing to our share of funds in such trust account. We, by applying to open an account with Company and be a client of Company and/or accessing or using any of Company's services shall therefore be deemed to agree (and Company will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. Company may, however at its discretion, pay from time to time, such portion of any actual interest/return it may receive with respect to such funds after deducting administrative charges as it deems appropriate;
5. undertake to make payments within the time stipulated under the Fixed Delivery and Settlement System (FDSS) imposed by BMSB, for shares and/or other securities purchased on our behalf regardless whether those shares and/or other securities are suspended, failing which the Company reserves the right, in accordance to FDSS, to dispose the same to clear our outstanding position with the Company, at any time without any further reference to us at any price and on such terms and conditions as the Company deems fit. The Company shall not be responsible for any loss or damages which we may incur or suffer by reason of such disposal and we shall be liable for and pay all contra losses arising therefrom. We shall also be responsible to settle any shares and/or other securities failed to be disposed of by the Company for whatever reason;
6. agree and undertake to ensure that the shares and/or other securities are available for delivery in our CDS account for selling order on the due date. Should we fail to comply, the Company will effect a "buy-in" in accordance with FDSS and we undertake to indemnify and pay the Company for all losses incurred in such events;
7. agree to pay to you all charges that may be imposed by you absolutely in relation to any debit balance outstanding in our Trading Account with you including without limitation interest/late payment charge at such rate as you shall determine, handling fee and service charges;
8. shall upon notice from you, forthwith pay all stamp duties, fees, costs, charges and expenses in connection with or incidental to this Application and agreements made thereunder, and all solicitors fee (on solicitors and clients basis), bank or financial institution or your administrative charges and expenses, and all charges imposed by the Appropriate Authorities having jurisdiction over our Trading Account with you;
9. if at any time you shall determine that we shall enter into additional legal arrangement with you or execute additional legal documents with you, then you may forthwith require us to enter or execute the same at our sole costs and expenses;
10. agree and covenant that the Company shall have a first, continuing and paramount lien, including but not limited to the following for all losses and other charges incurred under the Trading Account, which are due to the Company (from time to time incurred by us under any one or more of our other Trading Account with the Company):
  - All shares and/or other securities from time to time deposited in or credited to our CDS account in relation to or for the purpose of our Trading Account;
  - All shares and other securities from time to time deposited in or credited to all other CDS account now and from time to time hereafter opened by us with the Company as authorized depository agent; and
  - All monies including all dividends from time to time declared in respect of shares and/or other securities now and hereafter standing to our credit with the Company under our Trading Account as well as all monies whatsoever now and hereafter from time to time standing to our credit with the Company under all our other Trading Account with the Company;
11. irrevocably and unconditionally authorise the Company with or without notice apply and/or transfer any of our securities, assets, cash or the other property relating to our Trading Account(s) and to utilise our sale proceeds or any sum standing to our credit in any Trading Account(s) held in the Company to settle any outstanding purchases or debt to the Company or its related companies whether under any of our Trading Account(s) in any manner the company deems fit and whether the transaction are effected on the same Exchange or different Exchanges and whether effected under the same Trading Account(s) or different Trading Account maintained at the Company. We acknowledge and agree that all payments shall be deemed

- received by the Company only upon issuance of the Company's official receipts. Should we make payment by cheques, same must be crossed "A/C Payee Only" and issued in favour of the Company;
12. in the event that any of our liabilities whether liquidated or otherwise remain outstanding and whether such liabilities are in respect of any moneys payable hereunder or otherwise howsoever due from us to you, you are hereby authorised to realise or sell any of our securities or assets in order to set-off, reduce or settle such liabilities or part thereof;
  13. expressly and unconditionally authorise the Company at its absolute discretion without notice to us, sell and/or otherwise dispose of all or any securities standing to the credit of any of our CDS account(s) and/or withhold at your sole and absolute discretion any of our securities including paid shares in our Trading Account(s) and any securities in our CDS and refuse to act on our instructions to effect transfer/withdrawal of securities held in any of our CDS account(s) in the event that there is an outstanding debt or purchases due to the Company or its related companies under any of our Trading Account(s). In the event that there is a sale or disposal in the aforesaid manner, the Company is irrevocably authorised to utilise the sale proceeds to settle the outstanding debt due to the Company or its related companies in any manner and order as the Company deems fit. The term "outstanding debt" wherever mentioned shall mean the principal debt, interest payable including compound interest and any other charges which shall also include levies, fines or penalties whether imposed by the Company or otherwise (For Islamic Stockbroking, subject always to the principles of Shariah, the term "outstanding debt" wherever mentioned shall mean the principal debt, late payment charges and any other charges which shall also include levies, fines or penalties, in accordance with the principles of Shariah whether imposed by the Company or otherwise);
  14. agree that the Company may suspend our Trading Account maintained with the Company in the event that there is an outstanding debt due to the Company or its related companies or for any other reason whatsoever that the Company may deem fit and we further agree that we shall have no claims whatsoever against the Company whether in contract or in tort for any losses suffered by us as a result of the Company exercising its rights under this Clause;
  15. agree to pay the Company without demand, all outstanding debt arising from transactions effected for our Trading Account including legal fees incurred by the Company on a solicitor and client basis in the enforcement of any of our obligations and liabilities in connection therewith. We further agree to pay interest (including compound interest)/late payment charge (non-compounding) at the rate fixed by the Company (for Islamic stockbroking window, as approved by the Shariah Advisor, subject to the Resolution of Shariah Advisory Council (SAC) of Securities Commission (SC)), which may be varied from time to time (with or without notice to us). We also expressly agree that such rate of interest/late payment charge shall continue to apply to post-judgment debts;
  16. agree that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Company's authorised staff showing our indebtedness to the Company shall be binding and conclusive evidence in any legal proceedings against us;
  17. agree that all orders for sale and purchase of the securities whether made orally, through telephone, fax or any other electronic media without further confirmation, shall be conclusively binding on us and we acknowledge and understand that not all trades will be executed concurrently with the order issued by us and that quoted prices may change before the order is executed due to market circumstances. We further agree that all orders issued by us whether in reliance on investment information obtained from the Company, the Company's authorised agents or Dealer's Representatives(s) or otherwise are at our own sole risk and that we shall have no claims whatsoever against the Company whether in contract or in tort for any losses incurred by us as a result thereof;
  18. declare that posting by ordinary mail or communication by electronic means including but not limited to Internet, electronic messaging system via mobile phone, facsimile or telex or telegraph by the Company to us of any entitlements in relation to the securities in our CDS Account, statements of accounts, contract notes, contra statements, cheques, notices, correspondences and/or other documents shall be deemed to have been duly received by us if sent by the Company to the postal or electronic address or mobile number last known to the Company (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider or mobile service provider and/or non receive by you due to failure in your electronic devices and/or mobile phone ) unless We have otherwise authorised the Company in writing to release the aforesaid documents to our Dealer's Representative or agents in which the receipt by our Dealer's Representative or agents shall be deemed received by us;
  19. that any notice given may take any form including without limitation to any electronically produced unsigned notice printed on the statement of account, contract notes, contra statements, any other documents sent by the Company to us or printed on their over-leaves or a notice placed at the Company's premises or other means deemed appropriate by the Company and we further agree that such notice shall be deemed sufficient notice to us under this Clause;
  20. undertake (for Islamic Stockbroking-subject to the principles of Shariah) at all times to fully indemnify and keep the Company fully indemnified against all actions, suits, proceedings, penalties, fees, fines, debts, expenses, claims, legal fees, interest, demands, costs, charges, losses or damages which the Company may sustain or suffer or incur due to execution by the Company of any buy or sell orders given by the Client or any other party or parties having access to the Service whether with or without the Client's consent or any breach or violation by the Client (or its agents or representatives or persons acting under it) of any part of these Terms & Conditions without limitation to the agreement, undertaking and covenants herein and be liable as a result of or in consequences of the Company's action pursuant to any instructions given by us and/or our default of the terms and conditions contained herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist thereafter notwithstanding the suspension, termination or closure of our Trading Account;
  21. acknowledge that our Trading Account is subject to periodic review and that the Company is entitled at your absolute discretion at any time suspend and/or close or terminate our Trading Account with or without giving any reason whatsoever;
  22. wherever the context herein admits, the singular shall also include the plural and vice versa. References to the masculine gender shall also include the feminine and neuter genders. Words applicable to natural persons shall include any bodies, companies, co-operatives and societies. The term "securities" employed herein shall bear the same definition as referred to in the Securities Commission Act, 1993. The term "Company" herein shall also include the principal office and all company branches;
  23. that we have no claim whatsoever against you for any payments in respect of securities sold by us in the event we had authorised our dealer's representative or any other person to collect payments on our behalf from you;
  24. confirm that we am/are solely responsible for conducting, monitoring, managing and otherwise dealing with our Trading Account and we hereby acknowledge that where trading is carried out through our appointed authorised person, you are not responsible for any actions of our authorised person. All transactions done through our appointed authorised person shall be at our sole risk and the indemnity under the foregoing provisions shall apply in your favour;
  25. agree that failure on the part of the Company to insist at anytime upon strict compliance with these terms and conditions or any continued course of such conduct on the part of the Company shall in no event constitute or be considered a waiver generally or specifically by the Company of any of the rights or privileges of the Company;
  26. will forthwith notify you in writing of any change in address on our part. Should we fail to notify you or should you fail to receive our notification, any notice send by you to the address last known to you shall be deemed to be sufficiently given. Any notice given by you shall be deemed effected upon the expiry of three (3) days from the date of posting by ordinary post;
  27. you are authorised to disclose any information on us to any relevant authorities;
  28. we hereby authorize Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to disclose to the Company, and/or its agents, service providers and sub-

contractors of the Company on information and/or documents pertaining to the affairs of our Account with Bursa Depository, and in particular, with relation to the portfolio held in our Trading Account. The authorization shall continue to be valid unless revoked by us in writing. We shall hereby release Bursa Depository from any losses and/or liabilities arising from or in connection with this authorization;

29. you may at your absolute discretion vary, modify and amend all the terms and conditions at any time or from time to time or impose additional terms and provisions as you shall think fit without further references to us and we agree that any variation, modification or amendment shall be binding on us;
30. agree that in the event that the Company fail to comply with any of the Bursa Malaysia Securities Berhad's rules, the Company will still have the right to sue us and we shall not use that as a defence against us. Without prejudice to the aforesaid, you may use the non compliance of the Bursa Malaysia Securities Berhad's rules in your defence against the Company only if the non compliance did not result from carrying out your instructions and is due to the gross negligence and default on the part of Company that caused direct losses and damages to be suffered by you;
31. confirm that we understand the full contents herein and the risk and obligations associated with trading in securities. We also confirm that we have full authority to enter into this contract and that any deficiency in our authority and/or legal standing shall not absolve us from our liabilities stated herein;
32. agree to submit to the exclusive jurisdiction of the Courts of Malaysia but the Company will be at liberty to settle any disputes that may arise out of or in connection with the Foreign Securities Account in any court in any jurisdiction. All transactions, terms and conditions herein and agreements between the Client and the Company shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia;
33. agree that for any disputes on our trading account, we shall submit official notice to the Company. Only in the event where Company does not respond to our official notice on our disputes within 90 days, we shall bring to the notice of Securities Industry Dispute Resolution Center (SIDREC);
34. if any of the provision herein declared illegal, void, prohibited or unenforceable in any respect under any law, the illegality, voidability, prohibition or unenforceability for any reason whatsoever shall be ineffective only to the extent of such invalidity or unenforceable and shall not invalidate or render illegal, void or unenforceable any other terms, conditions, covenants or undertakings herein contained;
35. agree and acknowledge that the terms and conditions stated herein shall be binding on our successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to our interest. These terms and conditions shall survive any changes or successions in the Company's business and shall be binding upon the partners jointly and severally and upon their personal representatives;
36. any references to the words denoting to the Client and the Applicant refers to the Account Holder and shall have the same meaning;
37. declare that we have read, fully understood and agreed to be bound by terms, conditions, covenants and undertakings herein stated.

#### **A). TERMS AND CONDITIONS FOR DISCRETIONARY FINANCING ACCOUNT AND/OR EXTENDED CONTRA ACCOUNT**

In consideration of the Company granting or agreeing to grant or continuing to make available a Discretionary Financing and/or Extended Contra Account (DF) Account to us, we hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

##### **1. Discretionary Financing and/or Extended Contra Account (DF)**

- 1.1. The DF Account shall be utilised for the purpose of trading on the stock exchange of Bursa Securities and/or any other stock exchange as may be approved by the Company.
- 1.2. The Company may allow us to use discretionary financing to settle our outstanding purchase position in relation to contract(s) from the market day after contract due date to be determined by Bursa Malaysia Securities Berhad ("Bursa Securities") from time to time ("Discretionary Financing"), or any contract due date as determined by company, whichever is earlier.
- 1.3. We shall solely use the Discretionary Financing for ready basis contract unless otherwise determined by the Rules and guidelines of Bursa Securities or company, from time to time.
- 1.4. We further agree that my Discretionary Financing shall be subject to a trading limit(s) set by the Company and the Company may as it deem fit, from time to time, at its absolute discretion set a maximum and minimum trading limit and shall have absolute right to increase and/or decrease my trading limit without further reference to me and such changes shall be binding upon my Discretionary Financing account.
- 1.5. In the event that we wish to use the Discretionary Financing facility to effect settlement of my outstanding purchase contract(s), we shall notify my dealer's representative latest by the contract due date as may be determined by Bursa Securities or the company, and we hereby unconditionally and irrevocably authorize my dealer's representative to notify the Company on the same date.
- 1.6. Should we fail to settle my outstanding purchase contract(s) by the contract due date and fail to notify the Company or its representatives as mentioned in paragraph 1.5 above, the Company shall at its sole and absolute discretion utilize the Discretionary Financing facility and we shall be deemed to have given my consent to the Company to do so.
- 1.7. Notwithstanding the above paragraph 1.6, the Company may at its absolute discretion not to utilize the Discretionary Financing facility and shall deem that the settlement of the outstanding purchase position in relation to the contract(s) done on a contract date in my account shall be in accordance with FDSS due date or any other date as may be determined by Bursa Securities or the company from time to time.

##### **2. Settlement by way of cash/cheque**

- 2.1. Settlement of the outstanding purchase position of the contract shall be effected not later than the contract due date or any market day that is determined by Bursa Securities or the company from time to time.

##### **3. Settlement by way of "Contra"**

- 3.1. In the event that we opt to settle the outstanding purchase contract(s) by way of setting off against the subsequent sale contract(s) of the same securities ("Contra") which is subject to the Company's consent at its discretion by contract due date, or any market day that is determined by Bursa Securities or the company from time to time, the following guidelines shall be applied:
  - i. The difference resulting from a contra must be settled between myself and the Company not later than any due date as determined by the Company from time to time or any other market day as may be determined by Bursa Securities from time to time;
  - ii. The Company (for Islamic Stockbroking-subject to the principles of the Shariah) is at its discretion to impose any charges in respect of the contra transaction that it may deem fit;
  - iii. The Company has the right to utilize any credit balance and/or shares in the client's account;
  - iv. The contra losses will automatically be netted off with any contra gains without giving any notice to me;
  - v. Interest/Late Payment Charges shall be levied on the outstanding contra losses, inclusive of any other charges that may be imposed as per 3(ii) above, if I fail to settle the contra losses within the settlement period as mentioned in 3(i) above.

##### **4. Selling Out**

- 4.1. In the event that we fail to effect settlement of outstanding purchase position in relation to a contract in accordance with the time prescribed in the Rules and guidelines of Bursa Securities or any other earlier contract due date as determined by Company, the Company shall close off the purchase position by the time prescribed in the Rules and guidelines of Bursa Securities and shall institute a selling out by the next market day without giving any notice to me;
- 4.2. In relation to paragraph 4.1 above, the Company may, at any time after the institution of a selling out, sue us for the difference between the contract

price and the market price together with all consequential losses and expenses, and all damages which the Company may sustain shall be recoverable from me as liquidated damages;

- 4.3. In the event of my death between the time of my placing of order to buy but before the securities are paid, the Company's right to institute selling out proceedings against me shall not be impaired and that my executors or administrators, as the case may be, shall be liable to pay for all losses and expenses incurred by the Company as a result of the selling out;

**5. Discretionary Financing Fees (DF Fees)**

- 5.1. the Company shall be entitled to charge us Discretionary Financing Fee, at the rate to be determined by the Company at its discretion from time to time, for each outstanding purchase position in relation to a contract for which the Company provides Discretionary Financing;

**6. Changes in the Company/Client**

- 6.1. We agree and acknowledge that the terms and conditions stated herein shall be binding on my estate, successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to our interest. (These terms and conditions shall survive any changes or successions in the Company's business and shall be binding; in the case of a corporate account, upon the partners jointly and severally and upon their personal representatives; and in the case of an individual, upon the client's personal representatives, receiver or trustee whether in bankruptcy or otherwise).

**7. Termination of DF Account**

- 7.1. The Company may in its sole discretion and in accordance with the Rules of Bursa Malaysia with regards to Public Notification render one (1) trading day notice in writing, to terminate the DF Account with the Client and the whole principal amount outstanding thereunder together with interest/return thereon shall become due and immediately repayable/payable upon demand when the following occurs:-

- i. in the event the Client is a company, enters into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of the Client or any part thereof; or
- ii. in the event the Client is an individual, commits an act of bankruptcy or becomes mentally incapacitated or dies;

- 7.2. The Company may, without any prejudice to any other right or remedy of the Company and notwithstanding any waivers of any previous breach, suspend or terminate the DF Account if:

- i. the Client has been adjudged bankrupt or a receiving order has been made against the Client if the Client makes any consumption or arrangement with or assignment for the benefit of the Client's creditor;
- ii. in case of a corporation, be wound up or have a receiver or manager appointed;
- iii. element of fraud is detected;
- iv. the Client is in breach of this terms and conditions, rules and regulations of the Bursa Malaysia and the provision in the Securities Commission Act 1993;
- v. the Company is of the opinion that such termination is necessary and desirable to protect the Company's interest.

**8. Other Terms**

- 8.1. Interest charges/late payment charges, at the rate to be determined by the Company at its discretion from time to time, shall be levied on the outstanding purchase contract(s) effective after the due date following the contract date to the date the contract is settled either by way of contra or cash. In case of Islamic Stockbroking, the rate of Late Payment Charges shall comply with the requirement of Shariah as accepted by the Shariah Advisor, subject to the Resolution of the Shariah Advisory Council of Securities Commission of Malaysia;

- 8.2. Discretionary Financing facility should not be granted to us if we are the persons fall under the categories of persons being restricted from obtaining margin financing facilities as mentioned in the Rules of Bursa Securities. Therefore, we hereby solemnly declare that, upon applying for such financing facilities, we are not the person(s) as mentioned above;

- 8.3. Further to paragraph 8.2 above, we shall be obliged to declare to the Company that should we are the person(s) fall under the aforesaid categories subsequent to me obtaining approval for such financing facility as and when we become one. Thereafter, our Discretionary Financing facility shall be ceased and I shall be held liable to any losses, inclusive of any charges and/or cost, that may be incurred;

- 8.4. The Company is authorised to apply, transfer, use and/or set-off any of my securities, or contracts relating thereto, contra gain and/or any credit balance in relation thereto, cash, sale proceeds or any other property therein, interchangeably between any of my account, whether individual or joint or from any of our account to any account guaranteed by us at any time or from time to time without notice at the absolute discretion of the Company.

- 8.5. Notwithstanding the provisions above, the Company, at its absolute discretion, reserves its rights:

- (i) to reject my application or impose such conditions or restrictions as the Company may deem fit without giving any reason therefore;
- (ii) to disallow us from utilizing the Discretionary Financing to settle any of my outstanding purchase contract even after our application for Discretionary Financing has been consented by us and duly approved by the Company and we shall not hold the Company liable for any losses and/or costs that I may incur;
- (iii) to discontinue the Discretionary Financing facility, that has been duly approved, to us solely at the Company's discretion;
- (iv) to institute selling out on or demand the settlement of my outstanding contract(s), including any additional costs that may be imposed by the Company, at any time before the last market day of Discretionary Financing as may be determined by Bursa Securities from time to time or any contract due date as determined by company whichever earlier after the Discretionary Financing is effected without giving any prior notice;
- (v) to request additional and further collateral, as may be determined by the Company from time to time, before or after the Discretionary Financing facility is extended, failing which my outstanding purchase contract(s) can be forced sell and we shall unconditionally and irrevocably agree and undertake to fully settle all the losses and any other additional cost that may be imposed by the Company; and
- (vi) to alter, waive and/or vary all or any of the terms and conditions of Discretionary Financing that the Company deems fit without any further notice being served to us and we shall abide by all the said alterations, waivers and variations at all times.

**9. Notice**

Any notice or demand by the Company shall be in writing signed by an officer of the Company or a firm or lawyers acting on behalf of the Company be sent by prepaid post or delivered personally to the address of the Client last known shall be deemed to have been received on the day it was delivered or if sent by post three (3) days after the date of posting.

## **B). TERMS AND CONDITIONS FOR COLLATERALISED TRADING ACCOUNT**

In consideration of the Company granting or agreeing to grant or continuing to make available a Collateralised Trading Facility (Collateralised Account) to me we hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

### **1. Collateralised Trading Facility**

- 1.1. The Collateralised Account shall be utilised by the Client or on the Client's behalf exclusively for the sale and purchase of securities which are listed on the Bursa Malaysia Securities Exchange (Bursa) and/or any other stock exchange as may be approved by the Company. The Client declare that they are aware that this account does not constitute a Margin Account Facility and all transactions are subjected to the normal rules under the Fixed Delivery and Settlement System or any other system as imposed by the authorities.
- 1.2. The Client hereby agrees and covenants that the Client may choose to convert an existing trading account to a Collateralised Account subject to there being sufficient collateral in his account or open a new account under the Company's Nominees account. The Nominees account will only be activated upon the clearance of monies deposited or shares pledged into the Company's Nominees accounts in the name of the Client.
- 1.3. The Company reserves the right to reject any application without assigning any reasons whatsoever.

### **2. Collaterals**

- 2.1. The Client hereby acknowledges that the Collateral can be in the form of cash, cash plus shares or shares only.
- 2.2. If Collateral is only in the form of share, the Company reserves the right to determine the trading limit based on the Company's guidelines or the limit that it may deem fit from time to time.
- 2.3. All the securities are given 100% value or the value capping percentage and subject to single counter limit to be determined by the Company from time to time, whichever lower, of the preceding market day closing price and/or any price as determine by the Company from time to time.
- 2.4. The trading limit for the collateralised account shall be at the limit that the Company may deem fit and subject to review and changes from time to time by the Company.
- 2.5. The Company reserves the right at its absolute discretion to impose maximum and minimum trading limits as and when it deems fit.
- 2.6. For ISBW, the Collaterals to be used must always be Shariah compliant. If the Collateral is in the form of cash placed with Shariah non-compliant account, the collaterals shall always limited only to the principal amount of the Account.

### **3. Operation of Collateralised Account**

- 3.1 The Client hereby covenants that all settlements of trade will be in accordance with Bursa's rules.
- 3.2 Any proceeds (whether sales or contra gains) will only be paid to client provided the position of the client's account is satisfactory and that there are no outstanding contra losses or interest/late payment charge or bills.
- 3.3 Trades done must be within the limits given. Accounts will be suspended when paragraph 3.4 occurs and will continue to be suspended until additional collateral is pledged or outstanding position is cleared.
- 3.4 Accounts will be suspended if the outstanding contra losses are not settled within the prescribed settlement date as may be determined by the Company from time to time.
- 3.5 Any overdue amount must be promptly settled upon demand, failing which cash collateral will be first used to settle the outstanding amount and if insufficient, shares collateral will be sold and the proceeds will be used to settle the remaining outstanding amount.
- 3.6 The Company have the right to force sell the Client's share collateral if the outstanding amount due from the Client compare to the total share collateral (refer to clause above for valuation) exceed a certain ratio as determine by the Company from time to time (hereinafter refer to as "Force sell Ratio").
- 3.7 The facility provided can be withdrawn at the Company's absolute discretion.

### **4. Nominee Services (for nominee account only)**

- 4.1. The Client hereby agrees and confirms that all requests for registration of Right Issue, TSR, Warrants, Loans Stock/Shariah Compliant Loan Stock, Bond/Sukuk, etc must be made in writing and received by the Company upon notification not later than the number of days to be determined from time to time before the lodgement date.

### **5. Charges**

- 5.1. The CDS opening account fees and CDS transfer fees will be borne by the Client.
- 5.2. Any other incidental costs relating to registration, delivery, postage, handling and other charges to be determined the Company, from time to time, at its absolute discretion will be borne by the Client.

### **6. Right to Retain Collateral Lien**

- 6.1. The Client hereby irrevocably gives its consents to the Company to retain such collateral shares and/or such monies standing to the credit of the Client in the Collateralised Account for as long as the Client shall in its absolute discretion think fit until all liabilities, whether certain or contingent, shall have been fully discharged and satisfied.
- 6.2. Bursa Rules for Lien On Securities shall and will apply in this context whereby:
  - a) the Company shall, in respect of any purchase of securities by the Client, have a lien on all securities for the time being held by the Company in the Client's name in whatsoever form.
  - b) in the event any monies shall be owing to the Company by the Client in respect of a purchase of any securities, the Client shall be deemed to have given his consent to the Company borrowing on such securities (for Islamic Stockbroking-based on the Shariah principles of SBBA), and for such purpose pledging the securities or any of them to the extent of the amount outstanding on the Collateralised Account and without obligation to retain in its possession or control securities of like character or amount for such period until the monies owing are fully paid by the Client.
  - c) upon the Company giving reasonable notice to the Client, the Company may at its sole discretion sell such securities in the name of the Client whether held in the Collateralised Account or otherwise in the event the proceeds of such sale is insufficient to pay the outstanding amount in the Collateralised Account, the Company shall be at liberty to claim for the shortfall from the Client.

### **7. Rights to Liquidate CDS shares and Set-Off**

- 7.1. The Client hereby agrees and confirms that the Company shall, without prejudice to any other similar right to which the Company is entitled in law, have the right at any time hereafter with or without notice to or concurrence of the Client to liquidate all or any part of the collateral shares and/or any monies standing to the credit of the Collateralised Account and to apply the proceeds of liquidation and/or monies in or towards payment or satisfaction of:-
  - a) the principal outstanding sum due from the Client to the Company arising from the Collateralised Account followed by all interest/late payment charges payable by the Client to the Company and broker charges; and
  - b) all other cost and charges, including legal costs on a solicitor-client basis, howsoever incurred by the Company in the recovery of the outstanding sum due for the Collateralised Account;
  - c) any remaining balance upon the deduction of all the above shall be paid to the Client.

### **8. Debiting the Collateralised Account**

- 8.1. The Company shall have the right, at any time to debit the Client's Collateralised Account with interest/late payment charges, commission charges and fees and all other monies incurred in connection with the Collateralised Account and the debited sum shall be a debt due and owing from the Client to the Company.

## 9. Notification Statements

9.1. Any statement, certificate or determination by the authorised officer of the Company as to monies, obligations or liabilities for the time being due, owing or incurred by the Client to the Company shall be conclusive and binding on the Client.

## 10. Termination of Collateralised Account

10.1. The Company may in its sole discretion and in accordance with the Rules of Bursa Malaysia with regards to Public Notification render one (1) trading day notice in writing, to terminate the Collateralised Account with the Client and the whole principal amount outstanding thereunder together with interest/late payment charge thereon shall become due and immediately repayable upon demand when the following occurs:-

- a) the Company having exercised their right of set off pursuant to paragraph 3 above and here remains a shortfall due and outstanding from the Client to the Company in the Collateralised Account; or
- b) in the event the Client is a company, enters into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of the Client or any part thereof; or
- c) in the event the Client is an individual, commits an act of bankruptcy or becomes mentally incapacitated or dies;

10.2. The Company may, without any prejudice to any other right or remedy of the Company and notwithstanding any waivers of any previous breach, suspend or terminate the Collateralised Account if:

- i) the Client has been adjudged bankrupt or a receiving order has been made against the Client if the Client makes any consumption or arrangement with or assignment for the benefit of the Client's creditor;
- ii) in case of an organisation, be wound up or have a receiver or manager appointed;
- iii) element of fraud is detected;
- iv) the Client is in breach of this terms and conditions, rules and regulations of the Bursa and the provision in the Securities Commission Act 1993;
- v) the Company is of the opinion that such termination is necessary and desirable to protect the Company's interest.

## 11. Exemption/Exclusion Liability

11.1. The Company shall not be liable for any act, omission neglect and/or default in relation to the maintenance of the Collateralised Account and the conduct on the part of the Company or all other connected matters thereto, including but not limited to the right of the Company to exercise selling out procedures.

11.2. In any event, the Company shall not be liable for any loss or damage which the Client may sustain from the suspension of securities, selling of securities in settlement of losses, termination or resignation of dealer representatives handling the Client's portfolios, wrong counters in selling or purchase of securities by dealer representative and modification, change, disruption of power supply resulting in breakdown of trading transmission to the Bursa Malaysia.

## 12. Modification

12.1. Notwithstanding the provision herein contained, the Company may in its absolute discretion:-

- a) vary the terms and conditions herein and/or under and in respect of the Collateralised Account; and/or
- b) increase, decrease or vary the limit of the Collateralised Account.

## 13. Assignment

13.1. The Company shall be at liberty at any time with or without the concurrence of the Client to assign and transfer the Company's rights, interest and benefits herein and the costs and expenses of the Company and of the assignee or transferee of and incidental to such assignment or transfer shall be paid by the Client.

13.2. The Client shall not assign or transfer his rights, interest and/or liability in the Collateralised Account to any other third party without the written consent of the Company.

## 14. Notice

14.1. Any notice or demand by the Company shall be in writing signed by an officer of the Company or a firm or lawyers acting on behalf of the Company and a demand or notice sent or transmitted to the address of the Client last known to the Company shall be deemed to have been received by the Client or his personal representative if sent by post at the expiration of forty-eight (48) hours after it has been posted, notwithstanding that it is returned undelivered, if sent by hand, immediately upon delivery by messenger or upon personal collection by the Client, if sent by telegram, twenty-four (24) hours after transmission, and if sent by telex or facsimile, forthwith transmission.

## 15. Authorisation

15.1. The Client hereby authorise the Company to force sell at any time without having to refer to the Client's shares in the Client's custody or CDS (Central Depository System) accounts to fully settle any outstanding losses, inclusive of any interest/late payment charges or incidental charges thereon, which remain outstanding for more than fourteen (14) days.

15.2. The Client further agree that the authorisation may not be revoked and withdrawal of any shares from the CDS accounts shall not be allowed until all outstanding sum in the Collateralised Account are fully settled and paid.

## C). TERMS & CONDITIONS FOR FOREIGN TRADING

UOB Kay Hian Securities (M) Sdn Bhd ("Company") in collaboration with its appointed Market Data Provider offers trading in foreign securities via its website under such domain name (and/or any other name to be determined by the Company from time to time). The website and the Market Data are made available to the Applicant ("Client") directly if the Client sign up for Online Trading likewise the Client may opt to trade through their Dealers Representative.

In consideration of the Company providing the Foreign Trading service for foreign securities, the Client hereby undertake and agree at all times to abide by the terms and conditions contained herein which shall form part of and are to be read collectively with the Covenants and Undertaking in the Application Form for Corporate/Institution/Association Applicant and/or the agreement(s) executed between the Client and the Company (relating to the products and services by the Company and the terms and conditions therein and shall include all supplements, amendments and variations thereto shall collectively constitute the contract between the Client and the Company.

### 1. Definition

"Exchange" in the case of foreign securities means the relevant Securities Exchange on which the Transactions are effected;

"Foreign Rules" means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign stock exchange or any governmental or regulatory authorities of any foreign country, whether having the force of law or not, and all applicable laws in such foreign country which the Company and/or the Client may be bound or which applies to any of the Transactions and Transactional Services;

"Foreign Securities" means Securities that are listed on a Securities Exchange outside of Malaysia and are not traded on Bursa Securities;

"Online Trading" means the internet based electronic facility(ies) that the Company makes, will make or has made available from time to time to the Client that will enable the Client to effect the Transactions and/or obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication whether in respect of the Transactions or otherwise;

"Website" means the website owned, operated, maintained and/or designated by the Company and accessible at the internet uniform resource locator (URL) designated by the Company from time to time that will enable the Client to gain access to the Online Trading.

## **2. Rules Governing Foreign Transactions**

- 2.1. In addition to Bursa Rules, the Client agrees that their transactions shall be governed by all the applicable constitution, by-laws, rules, regulations of the relevant exchanges on which the foreign securities are listed which includes all regulatory and government bodies and the clearing organizations of the relevant foreign countries and shall be fully responsible to comply with the stipulation therein. The Client hereby gives consent to the Company to provide, where required, the information relating to his account to the relevant party.
- 2.2. The Company is entitled and hereby authorised by the Client, to take any action or refrain from taking any action which the Company considers appropriate for the purpose of complying with the Foreign Rules. The Company nor any of their respective officers, directors or employers shall not be held liable on any action taken to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, his positions or any other action taken in the event that any exchange declares an emergency.

## **3. Market Data Provider/Foreign Exchanges**

- 3.1. The Client shall be bound by any other terms and conditions of agreements executed between the Company and the Market Data Provider and/or relevant foreign exchange in relation to services rendered to facilitate his trading in foreign securities. In relation to Online Services, the Company may in its absolute discretion, determine and vary the frequency, manner of use or availability thereof to the Client from time to time.
- 3.2. The Client comprehend the Company may be obliged to regard itself as being primarily responsible for the execution of his orders. Therefore the Company may, but is not obliged to take such measures (including effecting payment and settlement in respect of the orders which have been executed) as far as may be necessary to ensure non-default of the Company's own primary responsibility as aforesaid. The Client acknowledges that the Company is not obligated to provide the Client with notice prior to effecting payment and settlement in respect of the orders which have been executed. The Company shall be unconditionally entitled to claim all sums from me/us expended by the Company to effect payment and settlement in respect of my/our orders and instructions that have been executed.

## **4. Market Data and Execution Delay**

- 4.1. Though the Company provides a platform for trading in foreign securities by means of Market Data Provider, the Client acknowledges that there may be delays in stocks quotes and execution of orders. While the Company will take reasonable care to mitigate any such delay, the Client agree that neither the Company nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Client in reliance upon the information provided or for any interruption of any data or information provided therein.

## **5. Trading Limit**

- 5.1. The Company may in its absolute discretion determine and vary the available trading limit based on the Client's collateral (cash deposit or pledged shares) maintained with the Company for dealing in foreign securities. The Client further agrees that the Company shall have the right at any time to refuse his orders or limit the purchases/sales ordered by him.

## **6. Settlement Date**

- 6.1. The Client acknowledges that the delivery and settlement between the Company and the Client in respect of transactions in the securities shall be effected not later than the scheduled statement date of the relevant exchange. When the scheduled settlement date falls on a public holiday in Malaysia, settlement shall be effected on the following market day for Malaysia.

## **7. Restricted Trading Days**

- 7.1. The Client's foreign securities trading may be restricted to days when the Malaysian exchange, Bursa Malaysia, is open for trading. Therefore the Client may be unable to trade in securities when Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which the Client wishes to trade may be open for trading. The Company may at its absolute discretion (but is not obliged to) increase or decrease the trading days or vary the trading hours from time to time. The Company shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Client, or profit or advantage of which the Client may be deprived, which arises from the restricted trading days.

## **8. Settlement Currency and Foreign Exchange Risks**

- 8.1. The Client agrees that all transactions in the securities and monetary obligations relating to the Client's Account shall be settled in Ringgit Malaysia unless otherwise agreed by the parties. All accruals if received in a foreign currency shall be converted at such rate of exchange as may be decided by the Company and credited into the Client's Account in Ringgit Malaysia.
- 8.2. However, subject to the prior approval of the Company, transactions may be settled in a currency other than Ringgit Malaysia but at a rate of exchange determined by the Company in its sole discretion. The Client shall be fully responsible, and shall indemnify the Company save and harmless for any losses, damages, costs and expenses which may result from any currency conversion effected as aforesaid.

## **9. Commission, Fees, Costs, Charges and Taxes**

- 9.1. The Client undertake to pay all charges that may be imposed by the Company and/or any Exchange or clearing organization, including but not limited to any withholding and other taxes and duties imposed by any competent authority on the Client's account or transaction effected by the Client, any forex exchange gain/loss and any fines or other penalties imposed by any competent authority.

## **10. Acknowledgement of Risk**

- 10.1. The Client acknowledges that there are risks associated with dealings in securities in multiple markets in the manner contemplated herein and agrees to have read, understood and accepted the Risk Disclosure Statement and the risks disclosed therein. The Client further confirms that the Company shall not be responsible for the decision taken by the Client to deal in foreign securities.

## **11. Automatic Liquidation**

- 11.1. The Client agrees that if they do not pay for any securities which their purchases or settle any other transaction with respect to securities by the settlement date of the purchase contract, the Company has the right to liquidate and impose charges on any or all of these transactions without further notice to the Client. The Company may, but need not, exercise this right on any day after the day on which the right to liquidate first arose. The Company will not be liable to the Client with respect to securities purchase transactions on which the Client has defaulted on for any loss suffered by the Client as a result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually sells the securities.
- 11.2. Furthermore, the Client agrees to pay interest/late payment charge to the Company on all monies due and payable by the Client under his account or with respect to the transactions in the securities by the Client at the prevailing rate of the Company. Such interest/late payment charge will be payable both before as well as after judgment.

## **12. Rights of Set-Off**

- 12.1. The Client further acknowledges and agrees that the Company has the right:
  - (a) to consolidate all or any one of the Client's liabilities to the Company;
  - (b) to sell, assign, pledge, utilize, setoff, transfer and/or otherwise dispose, any sums standing to the credit (cash deposit or pledged shares) of any one or more of such accounts in or towards satisfaction of any of liabilities (including but not limited to settlement of any losses, claims, action, interest/late payment charge, suits, proceedings, liabilities, expenses and other charges accruing) to the Company in the Client's foreign securities trading account or in any other respect whether such liabilities in any currency whatsoever be actual or contingent, primary or collateral or several or joint.

## **13. Nominee/Custodian**

- 13.1. The Client recognise and consent to the Company to hold all securities purchased for him either directly through a Nominee or Custodian (who may effect such holding through a Sub-Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee or Sub-Custodian may or may not be within Malaysia and in the latter case, the Client consent to the Company having absolute discretion in their appointment or approval in their appointment. All costs associated



with the holding of the securities by any of them shall be for the Client's account. Accruals with respect to any and all securities so held if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as The Company thinks fit) and credited into the Client's account.

- 13.2. Without prejudice to the terms for the provision of Nominee/Custodian services with respect to the securities set out in paragraph above, the Client acknowledge and consent to the fact that any securities belonging to the Client held with the Company or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of the Company on an aggregate or omnibus basis.
- 13.3. Without prejudice to any clause herein, the Company is authorized (but is not obliged) either by itself, through a Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, do any lawful act or thing which in the discretion of The Company, is necessary to preserve the integrity of the securities and/or any account and/or to protect the reasonable interests of the Client and/or the Company.

#### **14. Utilisation of Securities**

14.1. The Client agrees that:

- (a) any transfer of securities from the Client's account must obtain the Company's prior approval and in compliance with the laws, regulations and rules of the relevant exchange and shall be at the cost of the Client; and
- (b) the Company shall at all times have a general lien over any and all securities held by the Company for the Client as security for any outstanding obligation owed by the Client to the Company. The Company may at all times exercise this lien by effecting a sell out of any or all of such securities and apply the net proceeds towards settlement or discharge of the Client's obligations to the Company.

#### **15. Exclusion of Liability**

15.1. The Client acknowledges that the Company shall use reasonable care in the selection of any Broker, Nominee, Custodian, agent or delegate, and shall not be liable for any loss, claim, damage, expenses or liability suffered or incurred by the Client, or profit or advantage of which he may be deprived, which arises from or in connection with:-

- (a) the insolvency of any Brokers, Nominee, Custodian, Sub-Nominee and Sub-Custodian; or
- (b) any act or omission of any broker, Nominee, Custodian, Sub-Nominee or Sub-Custodian, except in so far as the same arises as a result of the fraud, gross negligence and or willful default of the Company

15.2. The Company shall not be liable or have any responsibility to the Client for any loss or damage incurred or suffered by him if the performance of the Company's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its reasonable control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

#### **16. No Guarantee or Warranty**

16.1. The Client acknowledges that any trading recommendations and market or other information provided by the Company are extraneous to the provision of services under the trading terms and do not constitute any suggestion or an offer to sell or the solicitation of an offer to buy any securities in the relevant exchanges. Such recommendations and information although based upon information obtained from sources believed by the Company to be reliable, may be incomplete, may not have been verified and may be changed without notice to me/us. The Company makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished or as the tax consequences of the Client's transactions.

#### **17. Authorisation**

17.1. Without prejudice to any clause herein, the Company is authorized (but is not obliged), either by itself, through its Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, to do any lawful act or thing which in the discretion of the Company is necessary to preserve the integrity of the securities custodies and/or any account and/or to protect the reasonable interests of the Client and/or the Company.

#### **18. Termination**

18.1. The Client agrees that the Company may, by notice in writing, at its sole and absolute rights terminate the Foreign Securities Trading in the event of any failure by the Client to observe the terms and conditions herein and/or that the Company is in opinion, that the continued trading is not to the mutual benefit of both party. Upon termination, the Company shall be entitled to utilise any amount due to the Client and/or liquidate the securities to settle any outstanding amounts without further notice to the Client. The remaining amount shall be refunded to the Client in such manner as the Client shall direct. The remaining securities belonging to the Client shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Client shall specify at the cost and expense of the Client subject to the laws, regulations and rules of the relevant jurisdiction.

#### **19. Variations**

19.1. In the event of any conflict between these terms and conditions and the Foreign Rules, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect. The Client agrees that the Company may at its absolute discretion vary or add to the terms and conditions herein. Without limitation to the foregoing, such notices may be included as part of the Client's monthly statement of account which such variations shall be deemed to be binding on the Client.

### **18 FOREIGN SECURITIES RISK DISCLOSURE STATEMENT**

Foreign securities are subject to the laws and regulations of the jurisdiction it is listed in. Before the Applicant trade in foreign securities or authorise someone else to trade for them, they should be aware of the risks that may affect the value of their investment.

1. This statement is provided to the Applicant in accordance with Rules of Bursa Malaysia Securities Berhad.
2. This statement does not disclose all the risks and other significant aspects of trading in foreign securities. The Applicant should undertake such transactions only if he understand and is comfortable with the extent of his exposure to the risks.
3. The Applicant should carefully consider whether such trading is suitable for him in light of his experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for him, he should be aware of the following:
  - (a) Foreign markets may be subject to different regulations, and may operate differently from Bursa Exchange in Malaysia. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of his investment products or monies held in foreign countries. There is also the risk of his investment products or monies not being protected if the custodian has credit problems or fails. Foreign markets may also have different periods for clearing and settling transactions. These may affect the information available to him regarding transaction prices and the time he has to settle his trade on such foreign markets.
  - (b) Foreign markets may be subject to rules which may offer different investor protection as compared to Malaysia. Before he start to trade, he should be fully aware of the types of redress available to him in Malaysia and other relevant jurisdictions, if any.
  - (c) Foreign securities may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on Bursa Exchange in Malaysia. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.
  - (d) In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.
  - (e) The Ministry of Finance in Malaysia may be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where his transactions will be effected.

- (f) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest/return arising from investment in such countries. Therefore, there is no guarantee that the funds he has invested and the funds arising from his investment will be capable of being remitted.
- (g) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the foreign securities that he invest in.
- (h) There may be tax implications of investing in foreign securities. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Malaysia or in both countries.
- (i) His investment return on foreign currency-denominated securities may be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.
- (j) He may have to pay additional costs such as fees and broker's commissions for transactions in foreign exchanges. In some jurisdictions, he may also have to pay a premium to trade certain listed foreign securities. Therefore, before he begin to trade, he should obtain a clear explanation of all commissions, fees and other charges for which he will be liable. These charges will affect his net profit (if any) or increase his loss.
- (k) Transactions on foreign exchanges or foreign markets are generally effected by the Malaysian Broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon his instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without his consent and/or may result in difficulties in recovering his monies and assets held foreign countries.
- (l) Foreign markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in foreign securities.

## 19 STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT (NOT APPLICABLE FOR ISLAMIC STOCKBROKING)

1. This statement is provided to the Applicant in accordance with the directive of the Bursa Malaysia Securities Berhad.
2. The purpose of this statement is to inform the Applicant that the risk of loss in purchasing structured warrants can be substantial. The Applicant should therefore assess if the purchase of structured warrants is suitable for him in light of his financial circumstances. In deciding whether to purchase structured warrant, the Applicant should be aware of the following :
  - (i) the purchase of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
  - (ii) in order to realise any value from a structured warrant, it is necessary to sell the structured warrant or exercise the structured warrant on or before their expiry date;
  - (iii) under certain conditions, it may become difficult to sell the structured warrant;
  - (iv) upon exercise of the structured warrant, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrant;
  - (v) placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Applicant's losses to the intended amount. Market conditions may not make it possible to execute such orders; and
  - (vi) the high degree of leverage that is obtainable from structured warrant because the small initial outlay can work against or for the Applicant. The use of leverage can lead to large losses as well as gain.
3. This brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. The Applicant should therefore carefully study the terms and conditions of any structured warrant before he decides to purchase. If the Applicant is in doubt in relation to any aspect of this statement or the terms of a structured warrant, he should consult his Dealers Representative.

## 20 LEAP MARKET RISK DISCLOSURE STATEMENT (NOT APPLICABLE FOR ISLAMIC STOCKBROKING)

1. The LEAP Market is aimed at facilitating access to the capital market by small or medium sized enterprises ("SMEs") to which a higher investment risk may be attached. This market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part I of Schedules 6 and 7 of the Capital Markets and Services Act 2007 ("CMSA"). The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission Malaysia under section 233 of the CMSA. In the LEAP Market, sophisticated investors will have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.
2. The purpose of this statement is to inform the applicant that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. The applicant should NOT invest in the securities offered unless he is a sophisticated investor and he fully understands and is prepared to take the risks. The applicant should assess whether the purchase of the securities is suitable for him in light of his knowledge, financial means, investment objectives and the risks he is prepared to take. The risks of investing in such securities include but are not limited to the following:
  - (i) **Small Companies**  
Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market or Main Market and may not have a proven track record in terms of operating history or profit track record. Hence, the applicant should be aware that there is a higher risk of business failures which may adversely impact his investments should he choose to invest.
  - (ii) **Minimum Requirements on Disclosure and Governance**  
The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only. This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect the applicant's ability to make fully informed investment decisions.
  - (iii) **Liquidity Risks**  
As a market limited to sophisticated investors only, the LEAP Market may not have the trading activities or liquidity of the ACE Market or Main Market. The applicant may not be able to exit his investment as easily as in the ACE Market or Main Market. Limited trading activities or illiquidity in the LEAP Market may increase the risk of loss by making it difficult to effect transactions or sell the LEAP Market securities.
3. This brief statement cannot disclose all the risks and other significant aspects of trading securities in the LEAP Market. The applicant should understand the key characteristics, business plan and financial information of the companies listed on the LEAP Market thoroughly and carefully study all the risks associated with securities in the LEAP Market and/or seek independent professional advice before he decides to invest.

## **21 INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT (NOT APPLICABLE FOR ISLAMIC STOCKBROKING)**

1. This statement is provided to you in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad (“**Rules of Bursa Securities**”).
2. Intraday Short Selling refers to the short selling of Approved Securities with a view to closing off the short position within the same day, if the same is carried out in accordance with Part D of Chapter 8 of the Rules of Bursa Securities.
3. You should have full understanding of the requirements pertaining to Intraday Short Selling before engaging in the same. You should evaluate your own financial position, risk tolerance and investment experiences while taking into account the following risk factors before engaging in Intraday Short Selling:
4. Types of risk:
  - A. Investment risk: You should assess the investment risks arising from price fluctuation if you choose to engage in Intraday Short Selling. In the event the securities price increases instead of decreases, Intraday Short Selling may lead to extraordinary losses, because you may have to purchase the securities at a very high price in order to cover a short position.
  - B. Trading costs: You should understand the trading costs resulting from frequent trading activities.
  - C. Risks of failure to close off with a buy position on the same day as the short selling:
    - (i) You should assess the securities you will need to purchase to close off the short position before the end of day, and may need to prepare sufficient funds for settlement in the event of failure of opposite offsetting. The funds include but not limited to the cost of borrowing and the cost to purchase securities above the market price in the event of a buying-in for the settlement of an uncovered position.
    - (ii) It may become difficult for you to buy back the securities to close off a sell position at the end of a trading day. Failure to close off the sell position will be deemed as non-compliance with the Rules and appropriate enforcement action may be taken against you.
5. This brief statement cannot disclose all the risks and other significant aspects of executing Intraday Short Selling. You should carefully study the requirements pertaining to Intraday Short Selling, gain an understanding of other possible affecting factors, and perform a well-thought financial planning and risk evaluation before engaging in this activity. If you are in doubt in relation to any aspect of this statement, you should consult your Participating Organisation.

## **22 APPLICABLE COVENANTS FOR ACCOUNTS BEING REFERRED BY MARKETING REPRESENTATIVE (“MR”)**

In the event that I am referred by a Marketing Representative (“MR”), I further agree that I have been briefed and understand that throughout the terms of a MR’s registration with the Securities Commission (“SC”),:

1. The MR is prohibited from carrying out any regulated activities as mentioned in SC’s Guidelines for Marketing Representative, such as:
  - (i). to hold himself out as a licensed person or a registered person under section 76 of the CMSA;
  - (ii). to carry out suitability assessment on me and providing me with specific recommendation;
  - (iii). to take my orders, execute trades, handle or accept my monies or give transactional advice to me.
2. The MR is only permitted to carry out referral and marketing activity which includes –
  - (i). arranging for me to meet with or speak to the Company;
  - (ii). forwarding my particular to the Company;
  - (iii). providing me with factual information relating to products and services offered by the Company including conducting presentations; or
  - (iv). providing me the support services such as forwarding information on performance of stocks to me.
3. The MR has made appropriate disclosures to me which includes the following:
  - (i). That he is carrying out referral and marketing activities on behalf of his Company; and
  - (ii). Inform me that he is not allowed to give advice or provide recommendation in relation to the regulated activity.
4. The MR must refer me to a licensed person if I ask for specific recommendation or advice on a capital market product.

Thus, I shall not hold the company liable in the event I suffer any losses or loss of opportunity cost in my trading and/or investment in view of my reliance on the proscriptive conduct of the MR which I am made aware of.

## **23 RISK DISCLOSURE STATEMENT ON SECURITIES BORROWING (NOT APPLICABLE FOR ISLAMIC STOCKBROKING)**

1. This statement is provided to you in accordance with Rule 7.18(4)(d) of these Rules.
2. The purpose of this statement is to inform you that the risk of loss in borrowing securities for the purposes permitted under these Rules can be substantial. You should assess if borrowing securities is suitable for you in light of your financial circumstances. In deciding whether to borrow securities you should be aware of the following:
  - (a) where the redelivery of securities to the lender, which securities is equivalent to the securities borrowed, is by way of purchase on the market, the buy price of the securities may be substantially higher than the price of the securities at the time of borrowing;
  - (b) under certain conditions, it may be difficult to buy back securities equivalent to the [securities borrowed;
  - (c) the [lender may recall the securities at any time which necessitates the buying back of securities equivalent to the securities borrowed; and
  - (d) the securities borrowed may no longer be eligible for borrowing in the future and as such the lender may recall on all of that securities borrowed by all borrowers which may necessitate the buying back of the securities equivalent to that [securities borrowed, by all borrowers. This ‘buying back’ may result in the buy price of those securities going up significantly.
3. This brief statement cannot disclose all the risks and other aspects of borrowing of securities. You should therefore carefully study the terms, conditions, the rules and regulations pertaining to [borrowing of securities before engaging in this activity. If you are in doubt in relation to any aspect of this statement, you should consult your Participating Organisation.

### **DECLARATIONS AND ACKNOWLEDGEMENT OF RECEIPT RISK DISCLOSURE STATEMENTS**

We hereby confirm the DECLARATIONS for the above and acknowledge that we have received a copy each of the RISK DISCLOSURE STATEMENTS for the above and understand its contents which have been explained to us by the Participating Organisation.

Signed By:

\_\_\_\_\_  
*Signature of Applicant*



\_\_\_\_\_  
*Signature of Witness*



Name:

NRIC No:

Date:

Name:

NRIC No:

Date:

*\*\* If the Applicant is a corporation, please sign as per Board Resolution and affix the company rubber stamp or common seal*

24

**MEMORANDUM OF DEPOSIT FOR COLLATERALISED ACCOUNT**

**To : UOB Kay Hian Securities (M) Sdn Bhd**

Dear Sirs,

**IN CONSIDERATION** of you providing and/or continuing to provide to us, stockbroking facilities for trading in stocks, shares and securities on the **BURSA MALAYSIA** and/or any other recognised stock exchange or otherwise, we, the undersigned, agree to the terms contained in this letter relating to the operation of our Trading Account and authorise UOB Kay Hian Securities (M) Sdn Bhd to deal with the said securities in the manner specified in this letter.

We hereby request to

maintain shares in my own securities account

pledge or charge shares to your nominees account

We hereby disclose that : -

- i). all the stock, shares and securities held from time to time in our trading account which have been fully paid for in our Central Depository System (CDS) account, and/or any nominee/custody account of which we are the beneficiary (hereinafter referred to as the "Share Securities"); and
- ii). any monies held by you from time to time for us or on our behalf, in trust, and/or in respect of any account which we hold with you (hereinafter referred to as the "Monetary Securities", which shall together with the Share Securities be referred to as the "Total Securities")

upon the following terms and conditions hereof.

We hereby confirm, agree, declare and/or undertake that: -

1. we are the legal and beneficial owner of the Total Securities and are legally entitled and able maintain or to pledge the Total Securities to you.
2. the Total Securities shall be a continuing security to you for all debts and/or outstanding balances by us to you, including but not limited to any monies now or hereinafter due under our Trading Account.
3. in the event any debt remains outstanding for five (5) trading days or any other period of time prescribed by you and/or your nominees at your absolute discretion, you and/or your nominees shall at your sole discretion, without giving us any notice, be entitled to deal with all or any of the Total Securities in the manner you shall deem and in particular but without prejudice to the generality of the foregoing, to immediately utilise or off-set the Monetary Securities against the debt due and/or to transfer, assign, charge and/or sell all or any of the Share Securities and do all necessary acts and execute all relevant documents to give effect to such transfer, assignment, charge and/or sale and to credit the proceeds of sales to settle the debt due and that you shall not deal with the balance of the Total Securities (if any) once all the debts as aforesaid have been paid in full to you.
4. in the event of any transfer, assignment, charge and/or sale of all or any of the Share Securities, we shall have no recourse against you and/or your nominees in respect of any loss that we may suffer arising out of or in relation to or connected with any such transaction. Further, you shall not be held liable for any losses or damages occurred and/or suffered by us to any of the Total Securities.
5. the Share Securities may be registered by you in your name or your nominees' name or held in our CDS account and you shall be empowered in accordance with section 40 of the Securities Industry (Central Depositories) Act 1991, to request the central depository to transfer such shares into your securities account or your nominee's securities account and/or shall be authorised and empowered in accordance with Rule 7.07 Rules of Bursa Malaysia Securities Berhad to have a lien on Share Securities in our own CDS account. Notwithstanding the aforesaid, neither you nor your nominee shall be answerable or responsible for any diminution in value of any of the Share Securities, however arising, while the same are in the custody, possession or control of you or your nominee. Further, while the Share Securities are in the custody, possession or control of you or your nominees, you shall not be responsible to ensure that any rights, bonus or dividends declared in respect of the Share Securities are taken up, collected or received.
6. we shall immediately upon your request and at our own cost and expense, deliver to you duly executed forms and/or other valid documents of transfer in respect of any or all the Share Securities and/or deposit further Monetary Securities as may be required by you.
7. you are irrevocably authorised to make enquiries and/or to request and receive ad-hoc statements of account in respect of our CDS account as aforesaid maintained with you as an Authorised Depository Agent, as and when you shall deemed necessary in your absolute discretion without the need to seek our consent. You shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising and we hereby undertake to indemnify you against any losses of any kind and any nature which are incurred or suffered by you in respect thereof in connection with or as a result of your exercise of your right under this paragraph 7 and shall continue in full force thereafter notwithstanding the suspension, termination or closure of our Trading Account.
8. you are entitle to add, amend, delete or otherwise vary the terms and conditions herein at your absolute discretion, and we shall be bound by such variation, provided always that you shall have the absolute discretion and be at liberty to terminate and/or withdraw the arrangement and/or facilities allowed/provided pursuant hereto and to close all/any Trading Account(s) we have with you (whether a Trading Account or otherwise) without giving any reason therefrom.
9. any contract notes, statements, notices, correspondences and/or other documents sent by you through the ordinary postal services, and/or communications by electronic means whether through the internet or facsimile or telex or telegraph, shall be deemed to have been duly received by us if sent to the postal or electronic address last known to you (notwithstanding its subsequent return by the post office or system administrator of the relevant internet service provider) and further agree that written confirmation of contracts entered into and any statement of account furnished by you shall be conclusive and binding on us if not objected to by us in writing within the next business day after the same is deemed to have been received by us.
10. any notices, demands and/or other correspondences sent to us by ordinary post to our last known address to you shall be deemed to be sufficiently given and effected upon the expiry of three (3) days from the date of posting notwithstanding its subsequent return by the post office.

I) KNOW YOUR CLIENT POLICY

1. How do you know the Applicant, through your personal contact / social networking? \_\_\_\_\_  
Name of Introducer (if applicable) \_\_\_\_\_
2. Duration of time you have known the Applicant? \_\_\_\_\_ Years \_\_\_\_\_ Months
3. Have you had any previous dealings with the Applicant?  Yes  No
4. Does the Applicant have good financial viability and trustworthiness?  Yes  No
5. Is the Applicant actively involved in any political activities or politically linked?  Yes  No

II) ADDITIONAL INFORMATION

1. Does the Applicant want to sign up for Day Trade Facility  Yes  No
2. Existing Trading Limit with other broker (if any) RM \_\_\_\_\_ Broker Name : \_\_\_\_\_
3. Estimated value of cash/shares to be deposited Cash : RM \_\_\_\_\_ Shares : RM \_\_\_\_\_
4. Recommended Trading Limit \_\_\_\_\_

Remarks :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Having assessed the Applicant's financial position, experience in trading and investment objectives, I hereby request that the Applicant be allowed to open and operate the trading account with the Company and allow me to act as the Dealer's Representatives for the said applicant in accordance with the terms and conditions stated herein.
2. I hereby confirm that :
  - (a) I have explained to the Applicant and the Applicant has understood the terms and conditions herein, the contents of the Letter of Authorisation, Structured Warrants Risk Disclosure Statement, Foreign Securities Risk Disclosure Statement and the risks and obligations associated with the trading in securities including foreign securities and the usage of the Company's electronic services (where applicable);and
  - (b) to the best of my knowledge and belief, all information given by the Applicant is true and correct and they have not withheld any material facts.
3. I shall keep you fully indemnified against any losses, damages, debts, interest/late payment charges and all other costs and expenses incurred and suffered by you in relation to the trading account of this Applicant.



\_\_\_\_\_  
(Signature of Dealer's Representatives)

Name:

Date:

The following is an IMPORTANT document. In considering whether to authorise anyone, the Applicant should be aware that such person are acting as their agents and this action would give rise to risks and legal consequences of which the Applicant must be prepared to accept. The Applicant SHOULD NOT COMPLETE the letter of authorisation below if they have not been informed of or do not fully understand the consequences. The Applicant is advised to obtain competent legal advice on their rights and obligations and clarify any doubts they may have before naming their representative(s).

We, the Applicant, having read the above, hereby authorise and empower the following person(s) (hereinafter collectively called "the Representative(s)") whose particulars are stated below:-

\* our Dealer's Representative

NAME

NRIC NO.

_____	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
_____	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- (i) to give instruction in writing for settlement of our own account;
- (ii) to give written instruction for transfer of shares in our CDS account in your nominees company to another CDS account;
- (iii) to give written instruction for withdrawal of cheques and to receive cheques issued in our favour;
- (iv) to give written instruction for subscription of entitlement rights issues and to authorise your company to debit our account for the said subscription together with handling charges;
- (v) to give written instruction for closing of trading account and/or margin account and/or any other account we may have with your company;
- (vi) to act on our behalf to collect/receive cheques, CDS documentations/statements and such other relevant documents/statements; and
- (vii) to carry out all and other matters (with the exception of trading and dealing related matters) in accordance with the Company's internal policy and procedures.

We hereby also declare that this authorisation shall bind our Representative(s) and successors-in-title and shall remain valid until the Company has received our written revocation or fresh Letter of Authorisation signed by us.


We understand that this authorisation could give rise to risks of loss, misappropriation and/or mishandling and do hereby undertake full responsibility for the same. We declare that you shall not be held liable or responsible to us for any loss or damage arising as a result of any act, neglect, omission or negligence of the Representatives(s) or any of them in their execution of their powers under this Letter of Authorisation. We will not make any claim against you for all and any matters relating to this Letter of Authorisation.

We shall at all times fully and effectively indemnify the company and keep the company fully and effectively indemnified against any liabilities, claims, actions suits, proceedings demands, losses, charges penalties, fees, fines, costs and expenses whatsoever made, taken, bought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever (including and without limitation to negligence, innocence or fraudulence on your part or on the part of your agents, employees or servants) against you or by you to any person arising out of or incidental to this Letter of Authorisation

We also agree that the Company has the absolute right and discretion not to act on this authorisation whereupon we shall absolve the Company of all liabilities and claims as a result of it exercising such right and discretion.

Signed By:

\_\_\_\_\_   
 \*\*Signature of Applicant

\_\_\_\_\_   
 Signature of Witness

Date:

Name:

NRIC No:

\* Delete if not appropriate

**FOR OFFICE USE ONLY (FOR CORPORATE / INSTITUTIONAL / ASSOCIATION ACCOUNT)**

<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Client Code</td><td>:</td><td></td><td></td><td></td></tr> <tr><td>Dealer's Rep. Code</td><td>:</td><td></td><td></td><td></td></tr> <tr><td>Brokerage Type</td><td>:</td><td></td><td></td><td></td></tr> <tr><td>Product Code</td><td>:</td><td></td><td></td><td></td></tr> <tr><td>Account Type</td><td>:</td><td></td><td></td><td></td></tr> </table> <input type="checkbox"/> Form 9 or Form 13 <input type="checkbox"/> Form 24 <input type="checkbox"/> Form 44 <input type="checkbox"/> Form 49 <input type="checkbox"/> Section 14 <input type="checkbox"/> Section 15 <input type="checkbox"/> Section 28 <input type="checkbox"/> Section 46 <input type="checkbox"/> Section 58 <input type="checkbox"/> Section 78 <input type="checkbox"/> Directors Resolution <input type="checkbox"/> M & A / Constitution <input type="checkbox"/> Bank Statement <input type="checkbox"/> Annual Returns <input type="checkbox"/> Photocopies of Directors / Authorised Persons NRIC <input type="checkbox"/> Guarantee Agreement <input type="checkbox"/> Margin Agreement <input type="checkbox"/> Form W – 8 Ben E <input type="checkbox"/> Form W-9 Other Supporting Documents : _____	Client Code	:				Dealer's Rep. Code	:				Brokerage Type	:				Product Code	:				Account Type	:				<p><b>Credit Assessment</b></p> <input type="checkbox"/> RAM <input type="checkbox"/> World Check One <input type="checkbox"/> BMSB Defaulter <input type="checkbox"/> AMLA & UN Listing <input type="checkbox"/> In House AML Listing <input type="checkbox"/> MOHA  Checked by : _____ Date : _____  Processed by : _____ Verified by : _____  Remarks : _____  Approved Global Trading Limit : _____ <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width:50%; text-align: center;">Local Trading Limit</td> <td style="width:50%; text-align: center;">Foreign Trading Limit</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> </table> Global Trading Limit Approved By : _____ Account Approved By : _____ <p align="right"><i>Approving Authority</i></p>	Local Trading Limit	Foreign Trading Limit		
Client Code	:																													
Dealer's Rep. Code	:																													
Brokerage Type	:																													
Product Code	:																													
Account Type	:																													
Local Trading Limit	Foreign Trading Limit																													

**FOR OFFICE USE ONLY (ONLINE TRADING – LOCAL / FOREIGN)**

Applicant's Name : _____	Client Code : _____
Dealer's Rep Code : _____ Branch : _____	User ID : _____
<input type="checkbox"/> Approved <input type="checkbox"/> Rejected	
Prepared By : _____	Date : _____
Approved By : _____	Date : _____
Created By : _____	Date : _____

<b>CREDIT RISK PROFILING</b>	<b>AML RISK PROFILING</b>
<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High	<input type="checkbox"/> Low <input type="checkbox"/> High

**IRESS WEB ADMIN**

Processed By : _____	Date : _____
Checked By : _____	Date : _____
<b>Remarks</b> :	_____
	_____
	_____

**BUSINESS ADDRESS**

**UOB KAY HIAN SECURITIES (M) SDN BHD (194990-K)**

**Principal Office**

**Ground, 19<sup>th</sup> & 23<sup>rd</sup> Floor, Menara Keck Seng,  
203, Jalan Bukit Bintang,  
55100 Kuala Lumpur.**

**Tel No: 03-2147 1888**

**Fax No: 03-2147 1889**

**Website: <http://www.uobkayhian.com.my>**

**Branches**

**Johor Bahru Branch**

Level 7, Menara MSC Cyberport  
No 5, Jalan Bukit Meldrum,  
80300 Johor Bahru, Johor

Tel : 07-219 7575 (General)  
Fax : 07-334 8259

**Penang Branch**

1 st Floor, Bangunan Heng Guan  
171 Jalan Burmah  
10050 Pulau Pinang, Malaysia

Tel No: 04-229 9318  
Fax No: 04-226 8788

**Bukit Mertajam Branch**

Ground Floor  
No 2, Jalan Perniagaan 2  
Pusat Perniagaan Alma  
14000 Bukit Mertajam  
Pulau Pinang

Tel : 04-554 1388  
Fax : 04-554 1389

**Sri Hartamas Branch**

N-1- 3, Plaza Damas  
60, Jalan Sri Hartamas 1  
Sri Hartamas  
50480 Kuala Lumpur

Tel : 03-6205 6000  
Fax : 03-6201 1001

**Kulai Branch**

42-8, Main Road  
Kulai Besar  
81000 Kulai  
Johor

Tel : 07-663 5651  
Fax : 07-663 6653

**Johor Java Branch**

70 Jalan Rosmerah 2/17  
Taman Johor Jaya  
81100 Johor Bahru

Tel : 07-351 3218  
Fax : 07-351 3843

**Alor Setar Branch**

Lots 4, 5 & 5A, 1<sup>st</sup> Floor, Emum 55,  
55, Jalan Gangsa  
Kawasan Perusahaan Mergong 2,  
Seberang Jalan Putra,  
05150 Alor Setar  
Kedah

Tel : 04-732 2111  
Fax : 04-732 2777

**Nusa Bestari Branch**

No 171 (Ground Floor)  
Jalan Bestari 1/5,  
Taman Nusa Bestari  
81300 Skudai  
Johore Darul Takzim

Tel : 07-512 1633  
Fax : 07-512 1933

**Kota Kinabalu Branch**

11, Equity House, Block K,  
Sadong Jaya, Karamunsing  
88100 Kota Kinabalu, Sabah.

Tel : 088-234 099  
Fax : 088-234 100

**Sandakan Branch**

Lot 177 & 178,  
Ground Floor Block 17,  
Phase 2 Prima Square  
Mile 4, North Road  
90000 Sandakan, Sabah.

Tel : 089-218 681  
Fax : 089-218 682

**Ipoh Branch**

153 A, Jalan Raja Musa Aziz  
30300 Ipoh  
Perak

Tel : 05-241 1290  
Fax : 05-241 3611

**Kota Bharu Branch**

Ground & First Floor,  
Lot 712, Sek 9, PT 62,  
Jalan Tok Hakim, Bandar Kota Bharu  
15000 Kota Bharu, Kelantan

Tel : 09-747 3906  
Fax : 09-747 3721

**Melaka Branch**

7-2 Jalan PPM8,  
Malim Business Park  
75250 Melaka

Tel : 06-335 2511  
Fax : 06-335 2712

**Kuala Terengganu Branch**

No. 37-B, 1st Floor,  
Jalan Sultan Ismail,  
20200 Kuala Terengganu

Tel : 09-622 4766  
Fax : 09-622 4765

**Miri Branch**

Lot 1265, 1st Floor,  
Centre Point Commercial Centre  
Jalan Melayu  
98000 Miri Sarawak

Tel : 085-324 127  
Fax : 085- 324 129

**Sibu Branch**

Ground & First Floor,  
No. 16, Lorong Intan 6,  
96000 Sibu, Sarawak

Tel : 084-252 737  
Fax : 084-252 738