# PAY&SAVE ACCOUNT/ PAY&SAVE ACCOUNT-i SHARE TRADING ACCOUNT OPENING GUIDE

**Note:** For step-by-step guide in applying for share trading features, please drop by any nearest Hong Leong Bank branch, our staff will be glad to assist you.

#### **Requirements:**

You will need to have Hong Leong Bank Pay&Save Account/ Pay&Save Account-i prior to apply for HLeBroking Trading Account

## 1 APPLICATION FOR OPENING OF HLEBROKING TRADING ACCOUNT

- ✓ Page 1-4 → Customer compulsory to fill
- ✓ Page 3 → Please fill up Pay&Save account number
- ✓ Page 5 → Please tick YES if you are ONLY Malaysian Tax Resident;
  If NO, please fill up the Tax Residence Information
- ✓ Page 6 → Please tick <u>I have</u> if you obtained Domestic Ringgit Borrowing;
  If no, please tick <u>I have not obtained</u> Domestic Ringgit Borrowing
- ✓ Page 9 → Compulsory to sign
- ✓ Page 31 → Compulsory to sign
- ✓ Page 1-38  $\rightarrow$  Please initial at the bottom part of every page (applicable for self-printed form)

**Note:** Applicable to new / existing HLeBroking accountholder. Please countersign with full signature on writing error.

## 2 APPLICATION FOR CHANGE OF PRODUCT TYPE

√ 1 set of form – FILL AND SIGN

Note: Applicable to existing HLeBroking accountholder only.

## 3 CDS ACCOUNT FORM (BURSA)

✓ 2 Sets of Yellow Forms (Please obtain this form from our branches) — Compulsory to sign

## 4 DOCUMENT REQUIRED / CHECKLIST

- ✓ 5 Photocopies IC / passport (front & back)
- ✓ Latest 3 months Bank Statement/ Payslip/ EPF statement
- ✓ CDS account opening fee of RM10.00 (subject to Government Tax, if applicable), applicable for new HLeBroking accountholder only. Please deposit into account below:

Please attach a copy of payment receipt together with the application form

A/C Name : Hong Leong Investment Bank Berhad

A/C No : 00100093515

Remark/ Reference : HLeBroking (Client Name and IC no)

If you have any questions, please visit our nearest branch or email our HLeBroking Hubs as follows:

Region	Email Address
Central (Kepong)	hlebroking-central@hlbb.hongleong.com.my
Northern (Sungai Ara)	hlebroking-north@hlbb.hongleong.com.my
Southern (Johor Jaya)	hlebroking-south@hlbb.hongleong.com.my
Southern (Tun Aminah)	hlebroking-south@hlbb.hongleong.com.my
East Malaysia (Kuching)	hlebroking-em1@hlbb.hongleong.com.my
East Malaysia (Sibu)	hlebroking-em2@hlbb.hongleong.com.my

## PRIVATE AND CONFIDENTIAL

# APPLICATION FOR OPENING OF HLeBROKING TRADING ACCOUNT

✓ Tick where applicable					
☐ New Account		Reassignment of Account			
KNOW YOUR CLIENT (REGULATO	ORY REQUIREMENT)				
PERSONAL DETAILS					
·	:				
(As per	NRIC No. / Passport No. / Armed Forces	s No. / Police Personnel No.)			
NRIC NO. :		MOTHER'S MAIDEN NAME:			
DATE OF BIRTH :		NATIONALITY :			
COUNTRY OF BIRTH :		-			
RESIDENT STATUS Please tick (✓) the following b	oxes to determine and declare your	residency status.			
Citizenship	Permanent Resident Status of a country Outside Malaysia	Length of time residing outside Malaysia	Residency Status		
	□ No	N/A	Resident		
☐ Malaysian Citizen	☐ Yes	> 182 days*	Non-Resident		
		☐ < 182 days*	Resident		
Citizenship	Permanent Resident Status in Malaysia	Length of time Residing in Malaysia	Residency Status		
Non-Malaysian Citizen	□No	N/A	Non-Resident		
(Please state country of	☐ Yes	> 182 days*	Resident		
Origin/birth)		☐ < 182 days*	Non-Resident		
*Computation of 182 days is bas and ends on 31st December.	ed on per calendar years and need not	be on a continuous basis. Per calenda	ar year means a year begins on 1st Januar		
RACE : MALAY	CHINESE INDIAN OTHE	RS (specify)			
SEX : MALE	FEMALE MARITAL STATUS	: SINGLE MARRIED			

ADDRESS :				
POST CODE :			STATE / COUNTRY	:
TELEPHONE NO :			MOBILE NO	:
COUNTRY CODE :			EMAIL ADDRESS	:
MAILING ADDRESS :	RESIDENTIAL ADDRESS	□ OFFICE A	DDRESS NO. OF DEPENDEN	NTS:
	OWN PROPERTY	☐ RENTED	☐ PARENT/RELAT	
If own, estimated	market value of the propert	/		
BELOW RM500,0	000 RM50	00,000	Above RM1 million	ABOVE RM3 million
OCCUPATION & F	INANCIAL DETAILS			
EMPLOYMENT STAT			IPLOYED	
NAME OF COMPAN EMPLOYER	Υ/			
DURATION OF EMPLOYMENT/BUS	INESS :		POSITION:	
NATURE OF BUSINE	ss :			
ADDRESS OF COMP EMPLOYER	•			
POST CODE	:		STATE / COUNTRY	·
TELEPHONE/MOBIL	ENO :		FAX NO. :	
ANNUAL PERSONA	. INCOME: BELOW RM25	,000	RM25,001 - RM50,000	RM50,001 - RM100,000
	☐ RM100,001-	RM200,000	☐ RM200,001 - RM300,000	☐ RM300,001 − RM500,000
	☐ RM500,001 −	RM1 million	ABOVE RM1 million (specify:	RM)
ESTIMATED NET WO	ORTH : ☐ BELOW RM10	0,000	☐ RM100,001- RM250,000	RM250,001 - RM500,000
	RM500,001-	RM1,000,000	RM1,000,001 to RM 3million	_
				(specify: RM
SOURCE OF WEALT	H <b>/FUNDS</b> : SALARY / BUSIN INCOME	ESS	☐ INVESTMENT INCOME	☐ INHERITED WEALTH
	□ DIRECTORSHII	<b>o</b>	☐ SAVINGS	OTHERS (specify:

SPOUSE OR NEXT OF KIN DE	TAILS			
NAME :	•			
NRIC NO.	:	CONTAC	CTNO:	
EMPLOYMENT STATUS :	EMPLOYEE	SELF-EMPLO		
NAME & ADDRESS OF COMPANY :		ecify :		
POST CODE :	:	STATE / COUI	NTRY :	
POSITION :	:	RELATIONSHI	IP :	
ANNUAL PERSONAL INCOME :	BELOW RM25,000	☐ RM25,001-RM50,000		RM50,001 - RM100,000
	☐ RM100,001-RM200,000	☐ RM200,001 - RM300,000	0	RM300,001 - RM500,000
	RM500,001 -RM1 million	ABOVE RM1 million (spe	ecify: RM	)
ESTIMATED NET WORTH	: BELOW RM100,000	RM100,001 - RM250,000	0	RM250,001 - RM500,000
	RM500,001 - RM1,000,000	RM1,000,001 to RM 3mi	illion	ABOVE RM3 million
				(specify: RM
PREFERRED USER ID				
		User ID requirements:-		
NO 1 :		_* Combination of alphanumerio	С	
NO 2 :		_* Minimum User ID length is 6	characters & max	kimum length is 9 a characters
PAYMENT INSTRUCTION				
	g Investment Bank Berhad to direct nt ("CASA Account/-i") as follows:-	ly credit my payment to my Hon	g Leong Bank Berl	had ("HLB") / Hong Leong Islamic
	BRANCH		ACC	OUNT NUMBER
OTHER INFORMATION				
INVESTMENT OBJECTIVE & E	XPERIENCE			
Investment Strategy	☐ Short term speculation	☐ Medium term investment	Long	term capital appreciation
Risk tolerance	Aggressive	☐ Moderate	☐ Cons	servative
How many years of experien	ce in or knowledge of securities tra	iding?Years		
PARTICULARS OF RELATED O	with any other brokers?	<u>UNTS</u>	☐ YES	□ №
If yes, please specify Name of	f Broker :			
	ount with Hong Leong Investment B		☐ YES	□ NO
(If Yes, state account number	r)			

Do you have any immediate family working in Hong Leong Investment Bank Berhad YES NO as an employee or remisier? (If Yes, state name and relationship)				
ne :				
Name :				
Please specify the details of related persons with account maintained with Hong Leong Investment Bank Berhad if any:				
(Spouse, partner, partnership control, companies under your control or your spouse's control)				
Name : Account Number :				
Name :				
Are you an employee of a participating organization of Bursa Malaysia Securities Berhad?				
"In accordance to Rule 702.2 (1) of Bursa Malaysia Securities Berhad, no employee may open a trading account other than with the Participating Organisation by whom he is employed."				
POLITICALLY EXPOSED PERSON				
Do you hold, or haspreviously held or is being considered for a prominent public position?				
If yes, please elaborate POSITION HELDNO. OF YEARS				
Does any of your immediate family members hold, or previously held or is being considered for prominent public position?				
☐ YES ☐ NO If yes, please elaborate				
NAME OF IMMEDIATE FAMILY MEMBERS :				
POSITION HELD:NRIC/ PASSPORT NO:				
FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION				
CECTION As Chabring				
SECTION A: Status				
SECTION A: Status  Please check "✓" one of the following: I represent and declare that I am a:				
Please check "✓" one of the following:				
Please check "✓" one of the following: I represent and declare that I am a:				
Please check "✓" one of the following: I represent and declare that I am a:  ☐ U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - <b>Please fill up Form W-9.</b>				
Please check "✓" one of the following: I represent and declare that I am a:  ☐ U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  ☐ Non U.S. Person.				
Please check "✓" one of the following: I represent and declare that I am a:  U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  Non U.S. Person.  Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-				
Please check "✓" one of the following: I represent and declare that I am a:  U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  Non U.S. Person.  Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-  I do not have the "Certificate of Loss of Nationality", because I have:				
Please check "✓" one of the following: I represent and declare that I am a:  ☐ U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  ☐ Non U.S. Person.  ☐ Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-  I do not have the "Certificate of Loss of Nationality", because I have:  ☐ Lost this certificate, or				
Please check "✓" one of the following: I represent and declare that I am a:  U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  Non U.S. Person.  Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-  I do not have the "Certificate of Loss of Nationality", because I have:  Lost this certificate, or  Other reason, (please specify)				
Please check "✓" one of the following: I represent and declare that I am a:  U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  Non U.S. Person.  Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-  I do not have the "Certificate of Loss of Nationality", because I have:  Lost this certificate, or  Other reason, (please specify)  SECTION B : Declaration				
Please check "\sqrt{"}" one of the following: I represent and declare that I am a:  U.S. Person <sup>[3]</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  Non U.S. Person.  Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-  I do not have the "Certificate of Loss of Nationality", because I have:  Lost this certificate, or  Other reason, (please specify)  SECTION B: Declaration  I hereby declare as follows;-  (a) I represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person(1)" means				
Please check "✓" one of the following: I represent and declare that I am a:  □ U.S. Person <sup>(1)</sup> (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  □ Non U.S. Person.  □ Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:- I do not have the "Certificate of Loss of Nationality", because I have: □ Lost this certificate, or □ Other reason, (please specify)  SECTION B: Declaration  I hereby declare as follows;-  (a) I represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person(1)" means any citizen or resident of the United States.  (b) I hereby consent for Hong Leong Investment Bank Berhad, or any of its affiliates, including branches (collectively "HLIB") to report my information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by				
Please check "\sigma" one of the following: I represent and declare that I am a:  \[ \begin{align*} \text{U.S. Person}^{(1)}\text{ (citizen or resident of the United States or holds a US green card or holds a US passport) - Please fill up Form W-9.  \[ \begin{align*} \text{Non U.S. Person.}  \[ \begin{align*} \text{Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-  \[ \begin{align*} \text{I do not have} \text{ the "Certificate of Loss of Nationality", because I have:  \[ \begin{align*} \text{Lost this certificate, or}  \] \[ \text{Other reason, (please specify)}  \]  SECTION B: Declaration  I hereby declare as follows;-  (a) I represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person(1)" means any citizen or resident of the United States.  (b) I hereby consent for Hong Leong Investment Bank Berhad, or any of its affiliates, including branches (collectively "HLIB") to report minformation to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.  (c) I hereby consent that HLIB may withhold from my account(s) such amounts in accordance with the requirements of Foreign Account Tax  \end{align*}				

#### **Definitions**

- (1) The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:
  - (A) a citizen or resident of the United States,
  - (B) a United States partnership,
  - (C) a United States corporation,
  - (D) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and
  - (E) any trust if:-
    - (a) A court within the United States is able to exercise primary supervision over the administration of the trust, and
    - (b) One or more United States persons have the authority to control all substantial decisions of the trust.

#### COMMON REPORTING STANDARD ("CRS") DECLARATION

#### **SECTION A: Overview**

- 1. The Common Reporting Standard (CRS), developed in response to the G20 request and approved by the OECD Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- 2. If you intend to establish an account with HLIB either as an individual or a sole proprietor account holder, you are required to complete this CRS declaration form.
- 3. Completion of the FATCA declaration form does not substitute or relinquish your obligation to complete this CRS declaration form. HLIB as a financial institution does not provide tax or legal advice to you. If you have any questions concerning your tax residency, you are advised to consult a tax adviser or visit the OECD website for further information (http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/).

#### 

## **Tax Residence Information**

No	Country /Jurisdiction of Tax Residence	Tax Identification No. (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A,B or C)	For Reason B, <b>Account Holder</b> is unable to obtain TIN or equivalent number, please state reason B(i), B(ii), B(iii) or B(iv)
1				
2				
3				

Reason A – The country/jurisdiction where Account Holder is liable to pay tax does not issue TIN to its resident.

Reason B – The Account Holder is otherwise unable to obtain a TIN or equivalent number due to any one of the reasons as follows:-

B(i)	No tax obligation, therefore country does not issue TIN.	B(iii)	Recently became tax resident/citizen, therefore no TIN is issued yet.
B(ii)	Minor/Retiree, therefore country does not issue TIN.	B(iv)	Exempted from tax, therefore country does not issue TIN.

Reason C – No TIN is required (note: only select this reason if the authorities of the country of residence for tax purpose do not require the TIN to be disclosed.

## **Definitions**

Account Holder	Means a person listed or identified as the holder of a Financial Account by the Financial Institutions that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder;
Financial Institution	Means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please see the relevant domestic guidance and the CRS for further classification definitions that apply to Financial Institutions;
Malaysia Tax Resident	For the definition of Malaysian tax resident, please refer to the link: http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/Malaysia-Residency. pdf the contents of which may be amended from time to time.
Reportable Jurisdiction	means a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list;
Reportable Person	A Reportable Person is defined as an individual who is tax resident in a Reportable Jurisdiction under the tax laws of that jurisdiction. Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for purposes of determining their residence for tax purposes; and
TIN	The term TIN means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an entity and used to identify the entity for the purpose of administering the tax laws of such jurisdiction. For e.g. in Malaysia, the TIN will be the identification number issued by the Inland Revenue Board of Malaysia.

Disclaimer: The above definitions have been included to assist you to complete this form only and are not meant to supersede any of the definitions issued by the OECD. Please refer to the OECD website for more detailed definitions. Additionally, if you have any doubts or queries, please consult your tax, legal or such other professional advisor for assistance.

#### **SECTION C: Declaration**

I hereby declare as follows:-

- 1.1 the information supplied by me is subject to the terms and conditions governing the account holder's relationship and accounts with HLIB and its related and associated corporations setting out how HLIB may use and share the information supplied by me;
- 1.2 the information contained in this form and information regarding the account holder and any Reportable Account(s) may be provided directly or indirectly to any relevant tax authority, including of the country/jurisdiction in which this account(s) is /are maintained and exchanged with tax authorities of another country/jurisdiction or country/jurisdiction in which the account holder may be resident for tax purposes pursuant to the agreements between competent authorities to exchange such information;
- 1.3 I am the account holder or am authorised to sign for the account holder, of the account(s) to which this form relates;
- 14 if there is a change in circumstances that affects the tax residence of the account holder or causes the information contained herein to become incorrect or incomplete, I further declare that I am are obligated to inform HLIB of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification form; and
- 1.5 pursuant to section 113A of the Income Tax Act 1967 including any amendments, modifications and variations thereof, if I make or give any incorrect information, I understand that I may be liable on conviction, to a fine not less than RM20,000 and not more than RM100,000 or to imprisonment for a term not exceeding 6 months or to both.

#### FOREIGN EXCHANGE ADMINISTRATION ("FEA") DECLARATION

SECTION A: DECLARATION OF DOMESTIC RINGGIT BORROWING (This section is to be completed by Resident only)
Please tick (✓) the following boxes to declare your Domestic Ringgit Borrowing status (as defined in <b>Note 1 below</b> ).
Resident Individual:
I hereby declare I <u>have</u> obtained Domestic Ringgit Borrowing from a resident in Malaysia
(If this declaration is selected - please complete all the following sections below).
I hereby declare I have not obtained any Domestic Ringgit Borrowing from a resident in Malaysia.
(if this declaration is selected – please complete all the following sections below except Section B)
I hereby undertake to inform HLIB immediately in the event I have any domestic ringgit borrowing in the future and/or upon request by HLIB.
Note 1: "Domestic Ringgit Borrowing" means any ringgit credit facility, financing facility, trade guarantee or guarantee for payment of goods, (Islamic) redeemable preference share, (Islamic) private debt security or similar facility in whatever name of form, except:
(a) Trade credit terms extended by a supplier for all types of goods and services;
(b) Forward contract with a licensed onshore bank excluding a contract that involves:-
(i) the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or
(ii) the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation;
(c) Performance guarantee or financial guarantee;
(d) Operational leasing facility;
(e) Factoring facility without recourse;
(f) A credit facility or financing facility obtained by a resident individual from a resident to purchase one residential property and one vehicle; or
(g) Credit card and charge card facility obtained by a resident individual from a resident.
SECTION B: DECLARATION FOR INVESTMENT IN FOREIGN CURRENCY ASSETS ONSHORE AND INVESTMENT ABROAD FOR OWN ACCOUNT (This section is applicable to a Resident with Domestic Ringgit Borrowing only)

- (i) I hereby acknowledge and confirm that I shall comply with the following FEA rules when performing Investment Abroad (as defined below and as set out under Table A in section 5 below) and such rules and regulations as may be imposed by Bank Negara Malaysia ("BNM") from time to time.
- (ii) I hereby confirm that the total sum of my investment abroad/ foreign currency asset onshore which I will transact with HLIB and any other licensed onshore bank, shall be within the prescribed FEA Rules and limits as shown in Section 5 of this FEA Declaration. I will inform HLIB immediately once my investment in investment abroad/ foreign currency asset onshore has reached the maximum allowable amount.
- (iii) I hereby undertake to provide a copy of the BNM's approval to HLIB as reference for any transaction, trade, settlement or operation requiring BNM's approval and/or for transactions that exceed the limit prescribed under the FEA Rules. I acknowledge and agree that HLIB reserves the right not to proceed or continue with my transaction, trade, settlement or operation if I fail to provide such approval to HLIB within the time period prescribed by HLIB.

## **Definitions**

"Foreign Currency Asset Onshore"	means making of any payment in Malaysia for:-
Asset Offshore	(a) purchase of foreign currency-denominated security for Islamic security offered in Malaysia by a resident as approved by BNM;
	(b) purchase of foreign currency-denominated financial instrument orIslamic financial instrument offered in Malaysia by
	a resident as approved by BNM; and (c) placement into foreign currency account with a licensed onshore bank other than placement for Investment Abroad.
"in aggregate"	means the cumulative amount outstanding so far and not based on calendar year; and
"per calendar year"	is aggregated from 1 Jan to 31 Dec of the same year.
"Investment Abroad"	means making of any payment for:
Asioau	<ul> <li>(a) purchase of foreign currency-denominated asset in Malaysia offered by a non-resident, including Labuan entity;</li> <li>(b) purchase of foreign currency-denominated asset offered outside Malaysia;</li> <li>(c) lending in foreign currency to a non-resident;</li> <li>(d) administrative expenses, working capital arising from the set-up of any business arrangement, including a joint venture project where no entity is created or established, outside Malaysia;</li> <li>(e) purchase of foreign currency-denominated financial instrument or Islamic financial instrument without firm commitment, other than exchange rate derivative, offered on an overseas Specified Exchange under the Capital Markets and Services Act 2007 [Act 671] undertaken by a resident through a resident futures broker;</li> <li>(f) placement into Investment Foreign Currency Account (formerly known as FCA II) in Malaysia as specified in Notice 3; or</li> <li>(g) placement into foreign currency account overseas other than for education or employment abroad; or</li> <li>2 swapping of a financial asset in Malaysia for a financial asset outside Malaysia.</li> </ul>
"activities in the real sector"	means activities relating to —  (a) the production or consumption of goods or services, other than—  (i) activities in the financial services sector, whether Islamic or otherwise;  (ii) the purchase of security or Islamic security;  (iii) the purchase of financial instrument or Islamic financial instrument; or  (b) the construction or purchase of a residential or commercial property excluding the purchase of land only.
"financial instrument"	includes derivatives
"securities"	means shares, stocks, bonds, notes (other than promissory notes), debentures, debentures stock, units under a unit trust scheme, a secondary security and coupons, whether in scripless form or in bearer certificates, including certificates of title to securities or any letter of allotment which may be renounced, any letter of rights, any warrants conferring an option to acquire a security, any deposit certificate in respect of securities and such other documents conferring, or containing evidence of rights to securities as may be specified by BNM.
"Labuan entity"	means an entity which is created, incorporated, licensed or registered, as the case may be, under any of the following Acts: - Labuan Companies Act 1990 [Act 441], Labuan Trusts Act 1996 [Act 554], Labuan Foundations Act 2010 [Act 706], Labuan Limited Partnerships and Limited Liability Partnerships Act 2010 [Act 707], Labuan Financial Services and Securities Act 2010 [Act 704] or Labuan Islamic Financial Services and Securities Act 2010 [Act 705].
"licensed onshore bank"	means a licensed bank and a licensed investment bank under Financial Services Act 2013 and licensed Islamic bank under the Islamic Financial Services Act 2013
"resident"	<ul> <li>means:</li> <li>(a) a citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;</li> <li>(b) a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;</li> <li>(c) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;</li> <li>(d) an unincorporated body registered with or approved by any authority in Malaysia; or</li> <li>(e) the Government or any State Government</li> </ul>
"non-resident"	means:  (a) any person other than a resident;  (b) an overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;  (c) Embassies, Consulates, High Commissions, supranational or international organizations; or  (d) a Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia;

#### Section C: DECLARATION

(applicable to both resident and non-resident applicants save for those paragraphs which specifically state otherwise)

I hereby declare and undertake to Hong Leong Investment Bank Berhad ("HLIB") as follows:-

- 1. For the purpose of foreign exchange administration requirements provided under the Financial Services Act 2013, Notices on FEA Rules and other requirements imposed by Bank Negara Malaysia ("BNM") in relation to the FEA (collectively referred to as "FEA Rules"), all transaction(s) that I carry out with HLIB shall be is undertaken for the purpose as declared to the HLIB and shall be in compliance with the FEA Rules.
- 2. I am fully aware of and understand the FEA Rules applicable to me and I accept full responsibility for observance of the same. All information provided for the HLeBroking Trading Account or any trade, transaction, settlement or operation in connection therewith is and shall be true, accurate, complete and correct and I shall be fully responsible and liable for any inaccurate, false, misleading and/or incomplete information given for all transactions with HLIB. In the event of any change to any of the information which I have provided to you or any of the declarations herein are no longer valid or accurate, I undertake to immediately notify and provide the accurate updated information and/or declaration to HLIB in writing.
- 3. I authorise HLIB to disclose any of my information (including without limitation, my banking/account information) provided for the HLeBroking Trading Account or any trade, transaction, settlement or operation in connection therewith to BNM, other regulatory bodies and/or law enforcement agencies.
- 4. HLIB shall have the right to reject any transaction, trade, settlement or operation without prior notice where HLIB in its absolute discretion reasonably believes that such transaction, trade, settlement or operation may not be in compliance with the FEA Rules and/or the applicable laws and regulations, including, without limitation, where such non-compliance is due to my failure to produce BNM's prior approval pursuant to the said FEA Rules.
- 5. I hereby acknowledge and confirm that all the transactions I have or will have with HLIB shall be within the prescribed FEA limits/requirements. Some of the FEA limits/requirements are set out in the table below:

Applicable for investment abroad transaction (applicable to residents only) – If I have domestic ringgit borrowing/financing with any financial/non-financial institution in Malaysia, I am allowed to invest abroad up to the applicable limits\*\* set out in the table below:

Applicable for Resident Individual only (TABLE A)

Investments in Foreign	Without Domestic	With Domestic Borrowing	
Currency Asset	Borrowing	Amount	Conditions
Foreign	Any Amount*	(a) Any amount (Note 1)	Using foreign currency funds from abroad;
Currency Asset Onshore and			• From a non-resident, other than foreign currency borrowing; or
Investment Abroad for Own Account			Sourced from Investment Foreign Currency Account (previously known as Foreign Currency Account II (FCA II)).
		(b) Up to RM10million equivalent in aggregate	Foreign currency borrowing obtained by the resident from a licensed onshore bank or non-resident.
		(c) Up to RM 1 million in aggregate per calendar	Using foreign currency funds sourced from Trade Foreign Currency Account (previously known as Foreign Currency Account I (FCAI));
		year	Using foreign currency funds sourced from conversion of ringgit; or
			Through the swapping of financial assets.

<sup>\*</sup>However if the source of funds to invest abroad or in FCA Onshore is from foreign currency borrowing obtained from a licensed onshore bank or from a non-resident, then a limit of RM 10 million (or equivalent in aggregate) applies.

- Note 1: Shall exclude foreign currency proceeds from the export of goods. These proceeds shall be credited into a Trade Foreign Currency Account and can be utilised to invest in foreign currency assets/abroad in accordance with the limit prescribed in the above table. Please note that these limits may be varied by BNM from time to time and any changes by BNM shall be immediately applicable when they come into effect.
- 6. I hereby undertake to provide a copy of BNM's approval to HLIB as reference for any transaction requiring such approval or for transactions that exceed the limit prescribed under the FEA Rules. I acknowledge and agree that HLIB reserves the right not to proceed or continue with my transaction if I fail to provide such approval to HLIB within the time period prescribed by HLIB.

(The following paragraph is applicable to non-resident applicants only)

- 7. I hereby confirm my understanding that:
  - a. The funds utilized to purchase security, Islamic security, financial instrument and Islamic financial instrument are not sourced from Ringgit borrowing obtained from a resident;
  - b. funds sourced from Ringgit borrowing obtained from a resident may only be used for the such purposes as approved under the FEA Rules which include but are not limited to the financing activities in the real sector (as defined above) in Malaysia; and
  - c. the total Ringgit borrowing in the form of repurchase agreement or a sale buy back agreement entered with HLIB and other licensed onshore bank shall not exceed RM10 million in aggregate.

Important Notice: BNM's prior approval must be obtained by the customer before effecting any transaction if such transaction would exceed any applicable threshold limits and/or is not specifically allowed under the FEA Rules.

<sup>\*\*</sup>Please note that the limits set out in Table A above may be varied by BNM from time to time and any changes imposed by BNM shall be immediately applicable to this declaration without further notice from HLIB.

#### **GENERAL DECLARATION BY APPLICANT**

I hereby confirm, declare and undertake to Hong Leong Investment Bank Berhad ("HLIB") that:-

- (a) the information given in the Application For Opening of HLeBroking Trading Account Form, any representations, warranties, undertakings, covenants or statements (in all Parts attached to this Form) and any other information provided to HLIB is accurate, complete and true;
- (b) I have not withheld any information which may result in HLIB rejecting the my application, request and/or instruction;
- (c) I am over eighteen (18) years old and that I am not an undischarged bankrupt and/or having a criminal record and/or having any litigation case pending against me for any debt due;
- (d) I will inform HLIB in writing of any changes to the information supplied/furnished and hereby authorise HLIB to verify the same with any source as HLIB may in HLIB sole discretion deem appropriate;
- (e) I have read, understood and accepted all the terms and conditions contained in (i) this Application For Opening of HLeBroking Trading Account Form; and (ii) the declarations in the terms and conditions in ALL Parts attached to this Form, and I further expressly acknowledge having read and accepted PART B (Privacy Policy);
- (f) I acknowledge that I have received a copy of the PART C (Structured Warrants Risk Disclosure Statement) and I understand its contents which have been explained to me. Unless I expressly inform HLIB otherwise, I hereby agree to trade or be involved in the trading of structured warrants:
- (g) I consent to HLIB issuing and delivering contract notes, statements of account/auto-setoff statements, profit and loss on contra trades as well as any other statements relating to my account ("Statements") to me in electronic form via e-mail ("E-Statement Facility") in accordance with the terms stated in PART G;
- (h) I have read, understood and accepted the terms & conditions governing Value Trade clients stated in PART H;
- (i) The information, representations, warranties, confirmations, declarations and undertakings set out and/or provided in the **FATCA**, **CRS** and **FEA**Declaration sections above are accurate, correct and true and all my responsibilities and obligations thereunder are binding and shall continue to be binding upon me so long as I remain a customer of HLIB;
- (j) I hereby give notice that I have appointed Hong Leong Bank Berhad ("HLB") as my agent to operate my securities trading account on my behalf and I authorize HLB to give instructions, place orders and carry out all transactions (whether in writing, verbally or electronically) on my behalf in accordance with the terms stated in PART I (Appointment of Hong Leong Bank Berhad as An Agent to Operate The Securities Trading Account).

This application form ("Application Form") and all its parts shall be subject to HLIB's acceptance. HLIB's acceptance of the Client's duly executed and affirmed application shall constitute a valid agreement binding on HLIB and the Client based on the declaration and stipulations herein contained, the information in the Application Form and all the applicable terms and conditions in the parts attached hereto as if an agreement under written law relating to dealing in securities has been properly constituted and executed. The acceptance of the Client's application is deemed effective upon such notice being sent by HLIB in accordance with clause 18 of PART A. The Client shall, if so requested by HLIB, execute a formal agreement relating to the same.

## WITNESSED BY: I hereby affirm and attest that the particulars of the applicant have been verified to be true and the signature belongs to the applicant who has appeared in person before me. Witness Signature Applicant's Signature (Exempt Dealer / Notary Public / HLB's authorised officer) Name: Name: \*Capacity: NRIC No. / Passport No. NRIC No. / Passport No. Armed Forces No. / Police Personnel No.: Armed Forces No. / Police Personnel No.: Date: Date:

\*Note: If you are not the Account Holder, please indicate the capacity in which you are signing the form. Please attach a certified copy of the valid power of attorney, if signing under a valid power of attorney.

I hereby agree to accept the above person as my client. By signing here, I agree to abide by the terms and conditions in my agreement with Hong Leong Investment Bank Berhad. I hereby declare and confirm that the information given by my client is true and correct to the best of my knowledge.  Dealer's Re Name:  NRIC No.:  Date:	presentative Signature

#### LIST OF FORMS AND DOCUMENTS TO FURNISH

Have you completed the following?	✓
CDS Account Form, Electronic Investor Services Form & 2 copies of Bank Statement – duly signed and witnessed	
5 copies of NRIC/ Passport/ Authority Card (both sides) – duly witnessed	
Proof of Income - Three (3) months Bank Statement/s or Bank statement / Pay Slip/s with EA Form or Income Tax Return Form	
US Person (please sign W-9 form)	

## **Important Notes:**

Client residing outside Malaysia is required to arrange for a Notary Public, or in countries that do not have a Notary Public, advocates and solicitors or officers authorised by a licensed stockbroking Company with a recognized stock exchange; or authorised officer of a Malaysian Embassy or High Commission or Consulate to authenticate the individual Account Application Form, Form FMN010 and the photocopy of documents mentioned above.

Please return the duly completed forms and documents to our agents' office as follows:-

## Hong Leong Bank Berhad – HLeBroking Hubs

Northern	Central
306-F (2nd Floor) Jalan Dato Ismail Hashim, Sungei Ara, 11900 Bayan Lepas, Penang Tel: 04 – 611 8088 Fax: 04 – 638 4878 Email: hlebroking-north@hlbb.hongleong.com.my	3rd Floor, No. 77 C & D, Lot 58529, Jalan Kepong, 52100 Kuala Lumpur. Tel: 03 – 6252 0918 Fax: 03 – 6252 1918 Email: hlebroking-central@hlbb.hongleong.com.my
Southern (Johor Jaya)	Southern (Tun Aminah)
1st Floor, No. 80 Jalan Dedap 13, Taman Johor Jaya, 81100 Johor. Tel: 07 – 351 5918 Fax: 07 – 352 5918 Email: hlebroking-south@hlbb.hongleong.com.my	1st Floor, No 6 & 8, Jalan Nakhoda 12, Taman Ungku Tun Aminah, 81200 Skudai, Johor. Tel: 07 – 556 9778/556 7918 Fax: 07 – 556 9918 Email: hlebroking-south@hlbb.hongleong.com.my
East Malaysia 1	East Malaysia 2
1st Floor, Lot 122, Jalan Song Thian Cheok 93100 Kuching, Sarawak. Tel: 082 – 410 118 Fax: 082 – 420 118 Email: hlebroking-em1@hlbb.hongleong.com.my	No. 18 Jalan Chew Geok Lin 96000 Sibu, Sarawak. Tel: 084 – 341 178 Fax: 084 – 340 178 Email: hlebroking-em2@hlbb.hongleong.com.my

#### TERMS AND CONDITIONS

- 1. The applicant named in the Application Form annexed herein ("Client" and "Application Form" respectively) agrees to open a Cash Direct trading account(s) ("Client's Trading Account") with Hong Leong Investment Bank Berhad ("HLIB") and Central Depository System account/s ("CDS account") through HLIB for the purpose of trading in securities in Bursa Malaysia Securities Berhad. The Client acknowledges that this application is subject to approval of HLIB and HLIB has the absolute discretion to approve or reject the application. In the event that the Client's application is approved and accepted by HLIB, the Client agrees to be bound by and subject to the terms and conditions contained in this Application Form and in all the parts thereto ("Terms and Conditions"). The Client further agrees to execute any other documents and/or agreements as required by HLIB and agrees that unless expressly stated otherwise, the terms and conditions thereof shall be read together with the Terms and Conditions herein.
- 2. All transactions (including trading and settlement) for the Client's Trading Account as may be opened by the Client shall be governed by and construed in accordance with the laws of Malaysia and subject to all relevant Securities Laws, which definition includes, the Capital Markets And Services Act 2007, Securities Industry (Central Depositories) Act 1991, Securities Commission Act 1993, any subsidiary legislation made under those laws, the Constitution, rules, regulations, by-laws, customs, levies and usages of the Bursa Malaysia Securities Berhad ("BMSB"), Bursa Malaysia Depository Sdn Bhd ("Depository"), Bursa Malaysia Securities Clearing Sdn Bhd ("Clearing House") or any other relevant regulatory body as may be amended or supplemented from time to time and such other amended, revised or supplemented rules and regulations being in force from time to time of such other stock exchanges or markets in which HLIB is permitted to deal on the Client's behalf whether in Kuala Lumpur or elsewhere.
- 3. Written confirmation of contracts entered into (which includes each contract note) and all Statements issued by HLIB shall be final and conclusive proof of the status of the Client's Trading Account including the Client's indebtedness to HLIB if not objected to by the Client in writing within the next market day after the same is deemed to have been received by the Client. The term "market day" means a day on which the stock market maintained by the BMSB is open for trading in securities.
- 4. The Client undertakes not to allow any unauthorized person(s) to use the Client's Trading Account and further undertakes to inform HLIB and to confirm in writing immediately in the event of both any authorised or unauthorized usage of the Client's Trading Account.
- 5. Time shall be of essence unless specifically mentioned otherwise. Notwithstanding that time shall be of the essence, the Client agrees in any event to accept and be bound by dealings transacted on the Client's behalf and waives any right to dispute the price and timing of these dealings.
- 6. The Client agrees that HLIB shall not be under any liability for any loss which is incurred as a result of transactions which take place for and on behalf of the Client. The Client hereby unconditionally and irrevocably undertakes to fully and effectively indemnify HLIB, its agents and servants and keep them harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to solicitors fees on a solicitor and client basis) arising or which may arise out of anything lawfully done by HLIB, its servants and agents in connection with any transaction which takes place for and on behalf of the Client through the Client's Trading Account including without limitation for breach of any of the agreements, undertakings and covenants herein. The right of indemnity of HLIB conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of the Client's Trading Account.
- 7. The Client is responsible to confirm the availability of the Client's shares before placing a sale order.
- 8. All securities handled by HLIB are deemed capable of being replaced by securities of the same class and type whether by way of purchase, sale or safe custody. Any and all cash, securities or other property of the Client which is in the possession of HLIB including property held in the Client's Trading Account shall be subject to a general lien for the discharge of the Client's obligations to HLIB however arising and without regard to whether or not HLIB has made advances with respect to such property and HLIB is authorised to utilise transfer sell and/or dispose of any property in the Client's Trading Account or CDS account with seven (7) calendar days' notice to satisfy such general lien.
- 9. For purchase contracts, all stock shares and securities must be paid by the Client within the time stipulated by the Securities Laws failing which, HLIB reserves the right to dispose of the same on such terms and conditions as HLIB deems fit notwithstanding any instructions from the Client on the timing or the pricing of such sale. The Client shall be liable for all contra-losses arising therefrom, payable to HLIB immediately on the date of such disposal.
  - The Client agrees that HLIB has the absolute discretion to withhold the transfer of securities purchased by the Client until the payment made for such securities or any other amounts due to HLIB has been cleared and/or is fully in the possession of HLIB.
- 10. For sales contracts, all stock shares and securities must be delivered promptly by the Client within the time stipulated by the Securities Laws, failing which HLIB reserves the right to buy-in without any notice to the Client to cover the shortfall. HLIB shall be fully indemnified by the Client for all losses and consequential expenses suffered or incurred by HLIB as a result of any failure or delay in delivering the securities or HLIB having to institute a buy-in to cover the shortfall.
- 11. All sums due or accruing be it monies due on purchase contract, contra-losses or other amounts howsoever arising under the Client's Trading Account must be settled immediately by the Client as and when the same is due, failing which HLIB shall instruct Hong Leong Bank Berhad ("HLB")/Hong Leong Islamic Bank Berhad ("HLISB") to debit the Client's CASA Account/-i. All payments shall be made in the manner determined by HLIB.
- 12. The Client shall pay to HLIB all charges that may be imposed by HLIB including without limitation interest at prevailing rates as determined by HLIB on all outstanding payments due to HLIB, handling fee, commissions and service charges. The Client agrees that the interest imposed on the Client's debit balances is by way of agreed liquidated damages and a reasonable pre estimate of HLIB's loss and is not a penalty.
- 13. Government Taxes and/or statutory/regulatory imposed charges, fees etc.
  - a. For the purpose of this clause:

"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

"Client" means a person or entity who has opened or maintains an account or a facility with Hong Leong Investment Bank Berhad ("HLIB") and/or any other party who has appointed or engaged HLIB for any of its services or facilities.

- b. Unless specifically quoted as inclusive of GST, the fees, expenses, costs, charges, handling and administrative charges, service charges, commissions, levy, brokerages and/or all other monies to be paid by the Client to HLIB including any amount representing reimbursements to be paid by the Client to HLIB ("Applicable Sum"), shall be exclusive of GST and any other Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. In the event of any change to the applicable GST rate, prices which are quoted as inclusive of GST shall be adjusted accordingly to take into account such change.
- c. In the event the Client is required by law to make any deduction or withholding from the Applicable Sum and/or all other monies payable to HLIB under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by the Client in respect of which the deduction or withholding is required shall be increased so that the net Applicable Sum and/or the net amount of monies received by HLIB is equal to that which HLIB would otherwise have received had no deduction or withholding been required or made.
- d. The Client shall in addition to the Applicable Sum and/or all other monies payable, pay to HLIB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLIB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.
- e. If at any time an adjustment is made or required to be made between HLIB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by HLIB, a corresponding adjustment may at HLIB's discretion be made as between HLIB and the Client and in such event, any payment necessary to give effect to the adjustment shall be made.
- f. All Tax as shall be payable by the Client to HLIB as herein provided shall be paid at such times and in such manner as shall be requested by the HLIB, failing which the Client shall pay to the HLIB interest at the rate of ten per centum (1%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.
- g. The Client hereby agrees to do all things reasonably requested by HLIB to assist HLIB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to HLIB in assisting HLIB in complying with its obligations under the relevant laws.
- h. The Client shall indemnify HLIB and shall hold HLIB harmless from any liability arising as a result of any breach of obligation on the part of the Client to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in these terms and conditions herein requires HLIB to pay any amount of fine, penalty, interest or other amount for which the Client is liable for.
- i. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions herein has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.
- 14. All the buying and selling of stocks, shares and securities by the Client through HLIB shall be in the Client's own name or as permitted under the Securities Laws. The Client shall not trade under the names of fictitious persons and shall only trade as the beneficial owners of such securities or as authorised nominees as defined under the rules of the BMSB.
- 15. These terms and Conditions shall survive any changes or successions in HLIB's business and shall be binding, in the case of the Client being a corporation, on its successors and assigns, and in the case of the Client being an individual, upon the Client's personal representatives, receiver or trustee whether in bankruptcy or otherwise.
- 16. HLIB may in its absolute discretion without further notice to the Client:
  - a. close, withdraw or suspend the Client's Trading Account with HLIB at any time for any reasons whatsoever and without recourse by the Client;
  - b. realise any collateral deposited with HLIB;
  - c. utilise any credit balances in the Client's CASA Account/-i to settle outstanding balances in the Client's Trading Account without any prior notice or reference to the Client; and/or
  - d. vary the Client's trading limit, refuse order/s or limit the purchases or sales ordered by the Client without assigning any reasons whatsoever.
- 17. Failure on the part of HLIB to insist at any time upon strict compliance with any of the Terms and Conditions or any continued course of such conduct on the part of the Client shall in no event constitute or be considered a waiver generally or specifically by HLIB of any of the rights or privileges of HLIB.
- 18. Any notice or demand or other document may be sent by HLIB to the Client by any one or more of the following methods:
  - a. by registered or ordinary post to the Client's address as stated in the Application Form hereto or the Client's last known address and shall be deemed to have been received two (2) calendar days after the date of posting notwithstanding postal delay of notification;
  - b. by transmitting the same to the Client's email address or via facsimile to the number as stated in the Application Form or the Client's last known email address/fax number known to HLIB and shall be deemed to have been received by the Client immediately upon successful the transmission thereof notwithstanding any delay caused by mechanical or electronic failure or any reasons whatsoever; or
  - c. by publishing such notice on HLIB's website at https://www.hlebroking.com and shall be deemed to have been received by the Client immediately upon the date of publishing thereof.
- 19. All notices or instructions including any change in the Client's address sent by Client to HLIB shall be in writing and sent by ordinary or registered post or delivered personally to HLIB at its then prevailing place of business (deemed received by HLIB when HLIB had in fact received the same) or transmitted via facsimile or through the designated forum provided in the Service (deemed received by HLIB when HLIB has actual notice of the same respectively PROVIDED ALWAYS all trading orders shall be communicated by the Client to HLIB through the designated forum provided in the Service.
- 20. Any writ or summons or other legal process in respect on any action arising out of or in connection with the Client's Trading Account shall be deemed to have been served if sent by registered post or ordinary post to the Client's address stated in the Application Form or to the Client's last known address as notified by the Client pursuant to clause 18 above.
- 21. If any provision or part of the Terms and Conditions shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
- 22. The Client may authorise and empower one or more persons to act on its behalf in respect of the matters specified in the Letter of Authorisation annexed to this Application Form. The Client shall give HLIB at least seven (7) calendar days prior written notice of any revocation of the authority of such persons to act on its behalf and such notice of revocation shall not be enforceable against HLIB unless receipt of such notice had been acknowledged by HLIB.

- 23. The Client hereby expressly permits HLIB to disclose to the Central Credit Bureau or such other bureau, authority or body whether or not established by Bank Negara Malaysia and without prejudice to the generality of the foregoing to disclose to any party/person proposing or considering tendering any payment towards the indebtedness of the Client, Biro Maklumat Cek, Cagamas Bhd, Credit Guarantee Corporation, Central Credit Reference Information System (CCRIS), the security party(ies), companies which are related to HLIB by virtue of Section 7 of the Companies Act 2016 and companies which are associated with HLIB, HLIB's auditors, lawyers or any other debt collection agents, nominees, trustee, custodians, securities depositories or registrars, insurance companies, agents, contractors or third party service providers who are involved in the provision of products and services to or by HLIB and its related companies any information relating to the Client's and/or the security party(ies)' affairs or account (including the Client's/security party(ies)' credit standing) in respect of the Client's Trading Account and CASA Account/-i and any documents related thereto, at any time, for such purpose and to such extent as HLIB may at its absolute discretion deem expedient or necessary and without liability to the Client and the security party(ies) and the Client expressly consents to such disclosure and confirms and declares that no further consent from the Client or any of the other security party(ies) is necessary or required in relation thereto.
- 24. The Client agrees that HLIB (including HLIB's dealer) shall be entitled to rely solely on the exempt dealer's confirmation of the transactions executed for the Client and is not obliged nor under any duty whatsoever to make any enquiry or require any verification of such transactions from the Client or any other party. The Client consents and authorises HLIB (including HLIB's dealer) to act on the Client's or exempt dealer's oral instructions and any acts executed based on such oral instructions shall not be revoked or withdrawn by the Client. The Client further agrees that HLIB may record the Client's telephone calls which may be used as evidence of such oral instructions.
- 25. The Client agrees that HLIB shall not be liable for any losses or damages resulting directly or indirectly from any government action, suspension of trading, any action/ decision of ruling by any of the Exchanges, or the action of anyone beyond the reasonable control of HLIB including but not limited to any Exchanges'/ Clearing Houses' error, any war, strikes or national disaster, any act of God, act of public enemy, riot or any other disturbances arising out of matters beyond the reasonable control of HLIB, delay in postal services or other any delay or inaccuracy in the transmission of order or order information breakdown, failure or malfunction of any telecommunications or computer services.
- 26. The Client hereby consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to HLIB, and to such agents, service providers and sub-contractors of HLIB as informed by HLIB to Bursa Depository, of information or documents relating to Client's affairs and in particular, relating to Client's securities account (for example balances, account particulars and transactions). This consent shall be valid until HLIB's receipt of the Client's written revocation. The Client agrees to release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability that the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository. The Client hereby appoints HLIB as its agent for the purpose of communicating the aforesaid consent and release to Bursa Depository.
- 27. In reliance of the representation and warranties made by the Client, HLIB agrees to enter into an arrangement with the Client and in continuation thereafter for the provision of services envisaged in the Account Opening Form, the Client herby represents and warrants to HLIB the following:
  - a. the Client is neither engaged in any unlawful activity nor are the Client's monies obtained from any illegal source or associated with any illegal activity;
  - b. any transaction and dealings contemplated under this arrangement will not contravene any anti money laundering laws or provisions;
  - c. any document, instruction and/or information provided is accurate, true and complete and the Client undertakes to provide such information and documents as HLIB may reasonably require for the purpose of due diligence/enhanced due diligence as required under any applicable laws; and
  - d. save where the Client has obtained HLIB's prior consent in writing, the Client shall act as principal and sole beneficial owner (not as trustee and/or nominee) in entering into these terms and conditions, transactions and/or dealings; and
  - e. subject to the conditions contained in 26(d) and to the extent permitted by law, if the Client is a trustee, intermediary and/or nominee, the Client shall undertake to ensure that the beneficiary is not in contravention with any anti money laundering laws or provisions and the Client further undertakes to HLIB that the Client will comply with and continue at all times to comply with all requisite processes required under any anti money laundering laws or provisions.
- 28. The Client is aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to HLIB and the Client shall give HLIB facsimile or electronic mail instructions assuming such risks. HLIB shall not held liable for any losses, damages, expenses, claims or liabilities suffered by the Client as a result of HLIB acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instruction appear on verification to be or purport to be in accordance with the Client's specimen signature.
- 29. The declaration in the Application Form and the Terms and Conditions herein shall be deemed to be a valid agreement binding on the Client. The Client shall, if so requested by HLIB, execute a formal agreement relating to the same.
- 30. The Client may not assign any of its rights including to any credit balances in its CASA Account/-i, or obligations without the prior written consent of HLIB. HLIB may assign its rights interests and obligations hereunder without the consent of the Client.
- 31. In the event of any inconsistency in the terms and conditions and/or any interpretations thereof between the various versions, the English version shall prevail.
- 32. **FATCA:** Notwithstanding anything to the contrary herein contained:
  - a. Any payment made by, or on behalf of HLIB (the "Payor") to, or for the benefit of, Client (the "Payee") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;
  - b. If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and
  - c. The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"FATCA" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current of future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

#### 33. Amendments:

- a. HLIB shall be entitled at any time and from time to time to vary, amend, add, review, supplement, substitute or replace all or any of the Terms and Conditions and/or any other of HLIB's terms and conditions by way of notification to the Client to the extent that is applicable and relevant to the Client, and the terms and conditions shall be deemed to have been so varied, amended, added, supplemented, substituted and replaced accordingly and the changes shall be read and construed as part of the Application Form and the Terms & Conditions. Such changes shall take effect from the date specified in the notice. The notice may be sent pursuant to the modes set out under clause 18 of this PART A. It shall be the Client's responsibility to check HLIB's website from time to time for such changes.
- b. No change to the Application Form and/or the Terms & Conditions proposed by the Client shall bind HLIB unless agreed to in writing by HLIB.
- c. By continuing to maintain the Client's Trading Account with HLIB and/or by continuing to trade with HLIB, the Client is deemed to have accepted and agreed to, at all material times, all HLIB's prevailing terms and conditions for its accounts and any related services as amended or supplemented from time to time.

#### 34. Electronic Mail ("EMAIL") Communication: The Client understands and acknowledges that:

- a. Emails are processed in the ordinary course of business and are not dealt with on a priority basis. In the event that the transmitted information is time critical, the Client agrees to choose an alternative means of communication that enables timely processing. Any such change in communication shall be effective only upon receipt and acknowledgment thereof by HLIB;
- b. HLIB may refuse to accept or process emails without expressly rejecting them or make further inquiries before processing; and
- c. The uninterrupted use of emails cannot be guaranteed due to technical, maintenance and security reasons.
- 35. The Client is aware of and accepts the inherent risks of using emails, in particular the risk of non-delivery of the instruction and/or confidential information relating thereto may be disclosed to third parties, and, as far as permitted by law, the Client hereby agrees to indemnify and hold HLIB, its directors or employees harmless from and against any claims, actions, or suits for any loss or damage to any person resulting from or related to the use of or failure to use unsecured email including, but not limited to, loss or damage resulting from or related to the accuracy, integrity or the process of receiving and sending unsecured emails, or any interruptions or overloading of IT systems.
- 36. Email accounts are susceptible to hacking resulting in emails being sent by unknown third parties with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions that may appear to be issued by HLIB in person or via telephone call to a verified phone number of HLIB. HLIB does not issue payment or wiring of payment instructions via email. Never wire money without double-checking that the wiring instructions are correct. Be especially wary of any urgent request. Check email addresses for accuracy. In many cases, a fraudulent email is close, but not the exact correct address. As HLIB has advised the Client not to use or rely on email instructions for payments, HLIB shall not accept any liability whatsoever for any payments and/or non-receipt of funds due to the Client's reliance on any payment or wiring of payment instructions sent via email.
- 37. The Client hereby agrees and expressly consents to HLIB receiving personal data and information (including banking information) about the Client and the Client's CASA Account/-i (whether on request or otherwise and/or to facilitate the operations, trading, settlement and transactions under the Client's Trading Account and/or to comply with any legal or regulatory requirements) from Hong Leong Bank Berhad/Hong Leong Islamic Bank Berhad. Hong Leong Bank Berhad/Hong Leong Islamic Bank Berhad is hereby expressly allowed to make disclosures to HLIB about the Client's personal data and information (including banking information) and the Client's CASA Account/-i without the need for: (i) prior notice being given to the Client; and (ii) the Client to provide further consent or concurrence to Hong Leong Bank Berhad/Hong Leong Islamic Bank Berhad. The Client agrees that the Client's personal data and information may be made available, without limitation to HLIB's consultants, distributors, vendors, agents or advisors, the Hong Leong Group of Companies, and/or all relevant and applicable authorities/regulators including, but not limited to, for the purposes of sharing information for credit, reference and marketing purposes. HLIB shall deal with the Client's personal data and information in accordance with its prevailing privacy policy as may be amended or supplemented from time to time. The Client hereby confirms that the Client has read, understood and accepted the HLIB's prevailing privacy policy and the Client's continued holding of an account with HLIB and any further investments made shall be deemed as acceptance of the terms and conditions. (For the most current version of the privacy policy at all material times, please refer to the posting on the HLIB's website www.hlebroking.com).
- 38. Unless otherwise specifically defined, each capitalised term used and/or defined in this PART A or the Application Form appearing before it shall have the same meaning assigned to such term when used or appearing in Parts B to I.

#### **PART B**

#### PRIVACY POLICY

This Notice on Personal Data is issued to all Hong Leong Investment Bank Berhad ("HLIB")'s customers pursuant to the requirements of the Personal Data Protection Act 2010 ("PDPA"), from whom personal data have been and/or may in future be collected. The term "personal data" refers to information relating directly or indirectly to customers from which they can be identified or are identifiable and includes any sensitive personal data and expression of opinion about them.

#### 1. Personal Data Confidentiality

- 1.1 Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd and HLIB Nominees (Asing) Sdn Bhd (hereinafter collectively referred to as 'the Bank') strive to protect the confidentiality of the personal information ('data') of customers, business counterparts and any personal data of other individuals that may be provided to the Bank (hereinafter collectively referred to as 'data subjects'), that has been provided to the Bank. This Policy is accordingly addressed to these data subjects in the jurisdiction of Malaysia.
- 1.2 This Policy is developed to assist you, as a data subject, in understanding how we collect, disclose, transfer and store your personal information and how we intend to deliver the rights and protection that you are entitled to.
- 1.3 Ensuring the security of your personal information is our priority. We strive to protect the confidentiality of this information by maintaining appropriate physical, electronic, and procedural safeguards. We invest in systems and infrastructure to minimize any risks of compromising data security. Each of our employees is also bound by our Code of Conduct and Ethics which requires them to maintain customer confidentiality.
- 1.4 When we use other companies to provide services to our customers on our behalf ('service providers'), we also require them to protect the confidentiality of your personal information that they may receive.
- 1.5 In relation to clause 1.4 above and clause 4.2 below, please understand that we will only share your information with our service providers and business partners in accordance with this Policy.

#### 2. Choice to Supply Personal Data

- 2.1 As a data subject of the Bank, you are provided opportunities to make choices. We encourage you to make choices that enable us to provide you with quality products and services that help you to meet your financial needs and objectives.
- 2.2 The collection of data by the Bank may be mandatory or voluntary/optional in nature in order to establish or continue to enjoy the Bank's financial services and/or establish any other business relationships with the Bank.
- 2.3 It is necessary for you to provide data which are mandatory. If you choose not to supply such data, this may result in the Bank being unable to provide products and/or services or otherwise deal with you.
- 2.4 We endeavour to keep you informed of the latest marketing and promotional offers that we feel would be useful and beneficial to you. These may include programs you may find valuable in helping you manage your account; such as product or service upgrades, credit line increases and other benefits.
- 2.5 However, you can choose not to receive these marketing and promotional offers. You can do so by informing the Bank. Your request will be processed and no fees will be charged.

#### 3. Types of Personal Data Collected

- 3.1 Personal data is described by the Personal Data Protection Act 2010 as information relating directly or indirectly to an individual who is identified or can be identified from that information.
- 3.2 The types of personal data collected may vary according to the business relationship that is established. Data collected may include the following:
  - data collected on applications or other forms or as provided by you, such as name, IC number or passport number (for foreigners), address,
    e-mail address, telephone number, race, occupation, financial position such as assets and income, investment objectives, employer's
    details, family members and personal information about them and such other information as may be relevant for your application;
  - data about your transactions with the Bank, its service providers, business partners or third parties, such as account balances, payment history, and account activity;
  - data from credit bureau reports;
  - data from credit reporting agencies;
  - data from governmental agencies, regulatory and statutory authorities;
  - data from your joint account holder(s) and/or parties providing security for your facilities;
  - data obtained from your access to the Bank's web server, for example, by the use of cookies, i.e. small text files, sent by the Bank's server
    to your system when you access the Bank's server; and
  - data from publicly available sources.

#### 4. Use of Personal Data

- 4.1 The Bank collects your data for the provision of financial services or products requested by you in order to meet your financial needs and objectives.
- 4.2 In addition to the above, the Bank may also make arrangements with business partners to jointly develop products and services or launch marketing campaigns that may involve the sharing of your personal information.
- 4.3 Your personal data may be used or processed by the Bank or the Bank's service providers for the following purposes:-
  - to establish a relationship between you and the Bank and/or companies related to or affiliated to the Bank, the Bank's service providers and business partners;
  - to process applications for products and services;
  - to evaluate and monitor credit worthiness;
  - for evaluation and due diligence purposes;
  - for carrying out your instructions and the provision of products and services to you, whether provided personally or through telephone or electronic means, including processing of receipts and payments;
  - for data processing purposes;
  - to evaluate and monitor provision of services;
  - to respond to inquiries from you;
  - to understand your needs and offering products and services to meet those needs;
  - for the research and development of products and services for customers' use;
  - to allow the Bank, the Bank's related and/or affiliated companies, service providers and business partners to promote their products and services;
  - for debt collection purposes;

- for enforcement of our rights and obligations of other parties to us and/or our affiliates;
- operating internal controls including determining amounts owed to or by you, payment to or collection of such amounts from you and from any persons providing security for your obligations and enforcing any charge or other security granted by or for you in respect of the Bank's product and services;
- to enable a party to evaluate any actual or proposed assignment, participation, sub-participation and/or novation of our rights and/or obligations;
- to meet legal and regulatory requirements, which may include disclosure, notification and record retention requirements;
- To maintain and protect our offices;
- for audit and risk management;
- for any transfer or proposed transfer of any part of the Bank's interests, obligations, business and/or operations;
- for such other purposes as permitted by applicable law or with your consent; and
- for all other purposes incidental and associated with any of the above.

#### 5. Disclosure of Personal Data

- 5.1 For the purposes above, your personal data may be provided by the Bank to:-
  - any person under a duty of confidentiality to the Bank or to companies related to or affiliated to the Bank;
  - companies related to or affiliated to the Bank (whether such company operates in Malaysia or elsewhere);
  - Bank Negara Malaysia, Securities Commission Malaysia and any financial institution granting or intending to grant any credit facilities to
    you, any central credit bureau established or approved by Bank Negara Malaysia, any other relevant authority as may be authorized by
    law to obtain information about you, authorities/agencies established by Bank Negara Malaysia and/or any other person as may be
    authorised by law or any governmental authority and/or regulatory authority and/or any industry related association;
  - any relevant agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, management, audit or other services to the Bank;
  - any banking, financial or other institution with which you have or propose to have dealings with;
  - any credit reference agency or debt collection agencies;
  - lawyers, auditors, tax advisors, investment banks and other professional advisors which is restricted to the nature of the business relationship in which you are involved in with the Bank;
  - Bursa Malaysia related entities and the Personal Data Notices of the relevant Bursa Malaysia related entity(ies) shall also apply to your
    personal data. Please refer to the Bursa Malaysia website for copies of the applicable Personal Data Notices;
  - Any of your security providers or any party intending to provide security in respect of the facilities/services applied for;
  - any person or corporation to whom the Bank transfers or proposes to transfer any part of its interests, obligations, business and/or operations;
  - any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by the Bank to you;
  - any person by whom the Bank is required by applicable legal, governmental or regulatory requirements to make disclosure; or
  - to any other person reasonably requiring the same in order for the Bank to carry out the activities set out in the above purposes.

The Bank may disclose data to any or all of the parties stated above and may if necessary, do so notwithstanding the recipient's place of business is outside Malaysia, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or in part outside Malaysia.

#### 6. Data Subject's Obligations

- 6.1 You are responsible for providing accurate and complete information to the Bank about yourself and any other person whose personal information you provide us and for updating this personal information as and when it becomes incorrect or out of date by contacting the Personal Data Protection Officer via the contact details provided below.
- 6.2 In the event you may need to provide the Bank with personal information relating to third parties (for example about your spouse or children or the authorised persons or directors from an organisation or company) in connection with the financial services or products requested by you, you confirm that you have (i) obtained such individuals' consent or are otherwise entitled to provide the individuals' personal information to the Bank for the Bank to process and use accordingly, and (ii) informed the relevant individuals of the Bank's policy on personal data and referred them to the Bank's Privacy Policy at https://www.hlebroking.com.

#### 7. Right to Access and Correct Personal Data

- 7.1 You are entitled to ask whether the Bank holds data on you and to request access to and the correction of any such data held. You will be required to fill up a form and a reasonable administrative fee may be charged for processing each data access request.
- 7.2 If you wish to request for access to, or to correct data held by the Bank, please forward your request to the Personal Data Protection Officer at:-
  - (i) the telephone number currently stated at the Bank's website (https://www.hlebroking.com);or
  - (ii) PDPofficer@hlib.hongleong.com.my (email), and we will facilitate the fulfillment of your request as soon as possible.

#### 8. Amendments to this Privacy Policy

8.1 This Policy may be reviewed and amended from time to time. We will communicate such changes along with the updated Policy on the Bank's website (https://www.hlebroking.com), and/or other appropriate communication means as may be determined by the Bank.

#### **DASAR PRIVASI**

#### 1. Kerahsiaan Data Peribadi

- 1.1 Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd dan HLIB Nominees (Asing) Sdn Bhd (dengan ini dirujuk secara kolektif sebagai 'Pihak Bank') berusaha untuk melindungi kerahsiaan data peribadi ('data') pelanggan, rakan perniagaan dan mana-mana data peribadi individu lain yang diberikan kepada Bank (dengan ini dirujuk secara kolektif sebagai 'subjek data'), yang telah diberikan kepada Pihak Bank. Dasar ini ditujukan kepada subjek data dalam bidang kuasa Malaysia.
- 1.2 Dasar ini adalah bertujuan untuk membantu anda, sebagai subjek data, untuk memahami bagaimana kami mengumpul, mendedah, memindah dan menyimpan maklumat peribadi anda dan bagaimana kami akan memberikan hak dan perlindungan yang wajar diterima oleh anda.
- 1.3 Memastikan keselamatan data peribadi anda adalah keutamaan kami. Kami akan berusaha untuk melindungi kerahsiaan maklumat ini dengan memastikan adanya perlindungan yang sesuai dari segi fizikal, elektronik dan prosedur. Kami membuat pelaburan dalam sistem dan infrastruktur bagi mengurangkan risiko keselamatan data daripada dikompromi. Setiap pekerja kami juga terikat dengan Kod Kelakuan dan Etika yang mewajibkan mereka untuk memelihara kerahsiaan maklumat pelanggan.
- 14 Apabila kami menggunakan syarikat lain ('pembekal perkhidmatan') untuk memberikan perkhidmatan kepada pelanggan-pelanggan kami, kami juga akan mewajibkan mereka untuk melindungi kerahsiaan data peribadi anda yang mungkin diperolehi oleh mereka.
- 1.5 Berhubung dengan klausa 1.4 di atas dan klausa 4.2 di bawah, adalah diharapkan anda memahami bahawa kami akan hanya berkongsi maklumat anda dengan pembekal perkhidmatan dan rakan perniagaan kami mengikut kandungan Dasar ini.

#### 2. Pilihan untuk Memberi Data Peribadi

- 2.1 Sebagai subjek data, anda diberi peluang untuk membuat pilihan. Kami menggalakkan anda untuk membuat pilihan yang membolehkan kami memberikan produk dan perkhidmatan yang berkualiti yang akan membantu anda memenuhi keperiuan dan objektif kewangan anda.
- 2.2 Data yang dikumpulkan oleh Pihak Bank terbahagi kepada data yang wajib diberi atau sukarela/opsional bagi membolehkan anda mendapat atau terus memperoleh khidmat kewangan dari Pihak Bank dan/atau berhubung dengan Pihak Bank untuk apa-apa urusan perniagaan.
- 2.3 Adalah perlu bagi anda untuk memberikan data yang wajib. Sekiranya anda memilih untuk tidak memberikan data tersebut, Pihak Bank mungkin tidak akan dapat menawarkan produk dan/atau perkhidmatan ataupun berurusan dengan anda.
- 24 Kami akan berusaha untuk memastikan anda sentiasa dimaklumkan mengenai tawaran pemasaran dan promosi terkini yang mungkin berguna dan bermanfaat untuk anda. Ini termasuk program-program yang mungkin berguna dalam membantu anda menguruskan akaun anda; sebagai contoh menaiktaraf perkhidmatan, penambahan had kredit/pembiayaan dan manfaat-manfaat lain.
- 2.5 Walaubagaimanapun, anda boleh memilih untuk tidak menerima tawaran-tawaran pemasaran dan promosi ini. Anda boleh berbuat demikian dengan memberitahu Pihak Bank. Permintaan anda akan diproses dan tiada sebarang bayaran akan dikenakan.

## 3. Jenis-jenis Data Peribadi yang Dikumpul

- 3.1 Data peribadi ditakrif di bawah Akta Perlindungan Data Peribadi 2010 sebagai maklumat yang berkaitan, sama ada secara langsung atau tidak langsung, mengenai seseorang individu yang dikenal pasti atau yang boleh dikenal pasti melalui maklumat tersebut.
- 3.2 Jenis-jenis data peribadi yang dikumpul mungkin berbeza bergantung kepada urusan perniagaan yang dibuat. Data yang dikumpul adalah seperti berikut:
  - Data yang diambil di dalam permohonan atau borang-borang lain atau sepertimana yang diberikan oleh anda, seperti nama, nombor kad pengenalan atau passport (untuk warga asing), alamat, alamat emel, nombor telefon, bangsa, pekerjaan, kedudukan kewangan seperti aset dan pendapatan, objektif pelaburan, maklumat majikan, ahli keluarga dan maklumat peribadi berkenaan mereka dan maklumatmaklumat lain yang mungkin berkaitan dengan permohonan anda;
  - Data berkaitan dengan transaksi anda dengan Pihak Bank, pembekal perkhidmatan, rakan perniagaan atau pihak ketiga, seperti baki akaun, rekod bayaran dan aktiviti akaun;
  - Data dari laporan-laporan biro kredit;
  - Data dari agensi laporan kredit;
  - Data dari agensi kerajaan, pihak berkuasa undang-undang dan berkanun;
  - Data daripada pemegang akaun bersama anda dan/atau pihak yang memberi perlindungan kepada kemudahan-kemudahan anda;
  - Data yang diperolehi melalui akses anda kepada komputer induk (server) Pihak Bank, contohnya, dengan menggunakan 'cookies', i.e. failfail teks kecil, yang dihantar oleh server Pihak Bank ke sistem anda apabila anda mengakses ke server Pihak Bank; dan
  - Data yang didapati dari sumber-sumber awam.

#### 4. Penggunaan Data Peribadi

- 4.1 Pihak Bank mengumpul maklumat anda untuk tujuan memberikan perkhidmatan kewangan atau produk-produk yang dipohon oleh anda untuk memenuhi keperluan dan objektif kewangan anda.
- 4.2 Pihak Bank juga boleh berurusan dengan rakan-rakan perniagaan untuk membangunkan, secara usahasama, produk dan perkhidmatan atau melancarkan kempen-kempen pemasaran yang mungkin melibatkan perkongsian data peribadi anda.

- 4.3 Data peribadi anda boleh diguna atau diproses oleh Pihak Bank atau pembekal perkhidmatan Pihak Bank untuk tujuan-tujuan berikut:
  - Untuk urusan perniagaan di antara anda dan Pihak Bank dan/atau syarikat-syarikat berkaitan dengan atau yang bergabung dengan Pihak Bank, pembekal perkhidmatan dan rakan-rakan niaga Pihak Bank;
  - Untuk memproses permohonan-permohonan untuk produk dan perkhidmatan;
  - Untuk menilai dan memantau keupayaan kredit/pembiayaan;
  - Untuk tujuan penilaian dan usaha wajar;
  - Untuk melaksanakan arahan anda dan untuk tujuan penyediaan produk dan perkhidmatan kepada anda, sama ada diberikan secara bersemuka atau melalui medium telefon atau elektronik, termasuk untuk pemprosesan resit dan bayaran;
  - Untuk tujuan pemprosesan data;
  - Untuk menilai dan memantau pemberian perkhidmatan;
  - Untuk memberi respon kepada pertanyaan-pertanyaan dari pihak anda;
  - Untuk memahami keperluan anda dan menawarkan produk dan perkhidmatan yang memenuhi keperluan tersebut;
  - Untuk tujuan kajian dan pembangunan bagi produk dan perkhidmatan untuk kegunaan pelanggan;
  - Untuk membolehkan Pihak Bank, syarikat-syarikat berkaitan dan/atau berhubungan dengan Pihak Bank, pembekal perkhidmatan dan rakan-rakan perniagaan untuk mempromosi produk dan perkhidmatan mereka;
  - Untuk tujuan pengutipan hutang;
  - Untuk tujuan menguatkuasakan hak-hak dan kewajipan kami daripada pihak lain ke atas kami dan/atau sekutu-sekutu kami;
  - Untuk menjalankan operasi kawalan termasuk menentukan jumlah yang terhutang kepada atau oleh anda, pembayaran kepada atau koleksi apa amaun daripada anda dan dari mana-mana orang yang menyediakan jaminan bagi kewajipan anda dan menguatkuasakan apa-apa caj atau sekuriti lain yang diberikan oleh atau untuk anda berhubung dengan produk dan perkhidmatan Bank;
  - Untuk membolehkan sesebuah pihak untuk menilai sebarang tugasan sebenar atau dicadangkan, penyertaan, sub-penyertaan dan/atau novasi hak-hak dan/atau kewajipan kami;
  - Untuk mematuhi keperluan undang-undang dan peraturan, yang mungkin melibatkan pendedahan, notifikasi dan penyimpanan rekod;
  - Untuk mengekal dan melindungi pejabat-pejabat kami;
  - Untuk tujuan audit dan pengurusan risiko;
  - Untuk tujuan pemindahan atau cadangan pemindahan mana-mana bahagian kepentingan, kewajipan, bisnes dan/atau operasi Pihak Bank.
  - Untuk apa-apa tujuan lain yang dibenarkan oleh undang-undang yang berkenaan atau dengan kebenaran anda; dan
  - Untuk semua tujuan-tujuan lain yang bersampingan dan berkaitan dengan mana-mana di atas.

#### 5. Penzahiran Data Peribadi

- 5.1 Bagi tujuan-tujuan di atas, data peribadi anda mungkin boleh diberikan oleh Pihak Bank kepada:
  - Mana-mana pihak yang mempunyai kewajipan kerahsiaan dengan Pihak Bank atau kepada syarikat-syarikat berkaitan atau yang berhubung dengan Pihak Bank;
  - Syarikat-syarikat yang berkaitan atau berhubungan dengan Pihak Bank (sama ada syarikat tersebut beroperasi di Malaysia atau di tempat lain);
  - Bank Negara Malaysia, Securities Commission Malaysia dan mana-mana institusi kewangan yang memberi atau berhasrat untuk memberi sebarang kemudahan kredit/pembiayaan kepada anda, mana-mana biro kredit pusat yang ditubuhkan atau diluluskan oleh Bank Negara Malaysia, mana-mana pihak berkuasa berkenaan yang diberi kuasa melalui undang-undang untuk memperoleh maklumat kamu, pihak berkuasa/agensi yang ditubuhkan oleh Bank Negara Malaysia dan/atau mana-mana pihak yang diberi kuasa oleh undangundang atau mana-mana pihak berkuasa kerajaan dan/atau pihak berkuasa kawal selia dan/atau mana-mana persatuan berkaitan industri;
  - Mana-mana ejen berkaitan, kontraktor atau pembekal perkhidmatan pihak ketiga yang menyediakan khidmat pentadbiran, telekomunikasi, komputer, pembayaran, penjelasan sekuriti, pengurusan, audit atau perkhidmatan-perkhidmatan lain kepada Pihak Bank;
  - Mana-mana institusi perbankan, kewangan atau institusi lain yang mana anda sedang atau bercadang untuk berurusan dengannya;
  - Mana-mana agensi rujukan kredit atau agensi-agensi kutipan hutang;
  - Peguam, juruaudit, penasihat cukai, bank-bank pelaburan dan penasihat-penasihat professional lain yang terhad kepada hubungan perniagaan di mana anda terlibat bersama dengan Pihak Bank;
  - Entiti Bursa Malaysia yang berkaitan dan Notis Data Peribadi entiti yang berkaitan Bursa Malaysia yang relevan hendaklah juga terpakai bagi data peribadi anda. Sila rujuk kepada laman web Bursa Malaysia untuk salinan Notis Data Peribadi berkenaan;

- Mana-mana penyedia sekuriti anda atau mana-mana pihak yang bercadang untuk menyediakan jaminan berkenaan dengan kemudahan/perkhidmatan yang dipohon;
- Mana-mana orang perseorangan atau korporat di mana Pihak Bank memindahkan atau bercadang untuk memindahkan kepadanya mana-mana bahagian kepentingan, obligasi, perniagaan dan/atau operasinya;
- Mana-mana penama, pemegang amanah, pemegang amanah bersama, depositori sekuriti berpusat atau pendaftar, penjaga, ejen hartanah, peguam atau orang lain yang terlibat dengan penyediaan perkhidmatan dan produk oleh Pihak Bank kepada anda;
- Mana-mana pihak yang perlu dibuat penzahiran oleh Pihak Bank seperti yang dituntut oleh undang-undang, kerajaan atau badan kawal selia yang berkenaan; atau

kepada mana-mana pihak lain yang memerlukan maklumat seumpamanya secara munasabah untuk membolehkan Pihak Bank menjalankan aktiviti-aktiviti yang dinyatakan seperti di atas.

Pihak Bank boleh menzahirkan Data kepada mana-mana atau semua pihak yang dinyatakan di atas dan jika perlu, mungkin akan berbuat demikian walaupun tempat perniagaan penerima data adalah di luar Malaysia atau maklumat tersebut yang berikutan dengan penzahiran akan dikumpul, dipegang, diproses atau digunakan oleh penerima data tersebut secara keseluruhannya atau sebahagiannya di luar Malaysia.

#### 6. Kewajipan Subjek Data

- 6.1 Anda bertanggungjawab memberikan maklumat yang tepat dan lengkap kepada Pihak Bank mengenai diri anda dan mengenai mana-mana individu di mana anda membekalkan maklumat peribadi mereka kepada Pihak Bank dan untuk mengemaskinikan maklumat peribadi tersebut jika dan apabila ia menjadi tidak betul atau tidak terkini dengan menghubungi Pegawai Perlindungan Data Peribadi melalui butirbutir untuk menghubungi kami yang dinyatakan di bawah.
- 6.2 Jika anda perlu memberi Pihak Bank maklumat peribadi berkaitan dengan pihak-pihak ketiga (contohnya mengenai suami atau isteri atau anak-anak anda, atau orang yang diberi kuasa atau pengarah daripada organisasi atau syarikat) yang berkaitan dengan perkhidmatan kewangan atau produk yang diminta oleh anda, anda mengesahkan bahawa anda telah (i) mendapatkan kebenaran individu tersebut atau sebaliknya anda berhak memberi maklumat peribadi mereka kepada Pihak Bank dan untuk Pihak Bank memproses dan menggunakan maklumat peribadi tersebut dengan sewajarnya, dan (ii) memberitahu individu yang berkenaan polisi data peribadi Pihak Bank dan merujukkan mereka kepada Dasar Privasi Pihak Bank di https://www.hlebroking.com.

#### 7. Hak untuk Mengakses dan Memperbetul Data Peribadi

- 7.1 Anda mempunyai hak untuk bertanya sama ada Pihak Bank menyimpan data anda dan untuk meminta akses kepada dan memperbetulkan data yang disimpan. Anda dikehendaki untuk mengisi borang dan bayaran pentadbiran yang munasabah boleh dikenakan bagi memproses setiap permintaan akses data.
- 7.2 Jika anda ingin meminta untuk akses kepada, atau untuk membetulkan data yang disimpan oleh Pihak Bank, sila kemukakan permintaan anda kepada Pegawai Perlindungan Data Peribadi di: -
  - (i) nombor telefon yang sedang dinyatakan pada laman web Bank (https://www.hlebroking.com); atau
  - (ii) PDPofficer@hlib.hongleong.com.my (e-mel)

dan kami akan memudahkan permintaan anda secepat mungkin.

#### 8. Pindaan kepada Dasar Privasi

8.1 Dasar ini boleh dikaji dan dipinda semula dari semasa ke semasa. Kami akan memberitahu sebarang perubahan bersama dengan Dasar yang dikemaskini melalui laman web Pihak Bank (https://www.hlebroking.com), dan/atau melalui medium komunikasi yang sesuai seperti yang ditentukan oleh Pihak Bank.

#### PART C

## STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

- 1. The Statement is provided to the Client in accordance with the directive of the Committee of the Bursa Malaysia Securities Berhad dated 6 December 1994 pursuant to Article 50 (c) of the Articles of Exchange.
- 2. The purpose of this statement is to inform the Client that the risk of loss in purchasing structured warrants can be substantial. The Client should therefore assess if the purchase of structured warrants is suitable for the Client in light of the Client's financial circumstances. In deciding whether to purchase structured warrants the Client should be aware of the following:
  - a. The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
  - b. In order to realize any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
  - c. Under certain conditions, it may become difficult to sell the structured warrants;
  - d. Upon exercise of the structured warrants, 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 warrants;
  - e. Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessary limit the Client's losses to the intended amount. Market conditions may not make it possible to execute such orders; and
  - f. The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against the Client as well as for the Client. The use of leverage can lead to large losses as well as gain.
- 3. This brief statement cannot disclose all the risk and other aspects of purchasing structured warrants. The Client should therefore carefully study the terms and conditions of any structured warrant before the Client decides to purchase. If the Client is in doubt in relation to any aspect of the statement or the terms of structured warrant, the Client should consult the Client's broker.

#### **CONTRA GUIDELINES**

- 1. Settlement by Client by way of "contra" for setting-off outstanding purchase positions against outstanding sale positions of the same securities done on Ready Basis contracts may be allowed at the discretion of HLIB, subject to the following terms and conditions:
  - a. Settlement by way of contra is not permitted for securities which have been declared by Bursa Malaysia Securities Berhad as "Designated Securities" or have trading restrictions imposed on them or for contracts done on an Immediate Basis;
  - b. Any sales made up to one day before the due date (as specified by the laws then being in force which are subject to changes from time to time) for the outstanding purchases as prescribed by the relevant authorities will be auto-contra on a first-in first-out (FIFO) basis. Contra is allowed before settlement due date but not on settlement due date;
  - c. Notwithstanding item 1(b) of these Contra Guidelines, outstanding purchases shall auto-contra against outstanding sales transactions of the same securities which are transacted on the same date. However, contra is not allowed on the settlement due date;
  - d. Purchase positions on Ready Basis contracts that remain unsettled after the due date as prescribed by the relevant authorities, will be closed off and force-sold on the next market day;
  - e. All contra gains due to the Client will be used to set off against the Client's outstanding debts including contra losses and interest accrued thereon. Any resulting contra gain will be paid within the period as prescribed by the relevant authorities; and
  - f. HLIB may impose contra charges for facilitating any settlement by way of contra.
- 2. The above Contra Guidelines are subject to changes from time to time by the relevant authorities and/or at the discretion of HLIB. The Client is advised to obtain the latest schedule of due dates and payment time frame from HLIB.

#### PART E

#### **LETTER OF AUTHORISATION**

The Client hereby authorises and empowers the exempt dealer appointed by HLB for the Client as well as HLIB's dealer and such other persons whom the said exempt dealer or HLIB's dealer dealer authorise (whether in writing or otherwise) from time to time ("Representatives") to carry out the following functions on the Client's behalf or otherwise in the name of the abovenamed Representatives, to do and execute either jointly or severally as and when the Representatives shall either jointly or severally deem fit:-

- a. To forward payment to HLIB for securities purchased by the Client.
- b. To carry out all any other matters relating to the Client's trading activities with HLIB subject to their respective limits and ability as prescribed by law or regulation.
- c. To substitute and appoint from time to time one or more other person as the Client's representative(s) with the same power or more limited powers and such substitute(s) or appointee(s) shall be entitled to remove and to appoint such other representatives.

In consideration of HLIB allowing the Client to trade under the Trading Account with HLIB and acknowledging this Letter of Authorization, the Client hereby agrees to the following:-

- 1) The Client will not make any claims against HLIB for all and any matters relating to this Letter of Authorization;
- 2) The Client declares that HLIB shall not be held liable or responsible to the Client for any loss or damage howsoever and whatsoever arising as result of any act, neglect, omission or negligence of the Representatives or any of them in their execution of their powers under this Letter of Authorization.
- 3) The Client shall at all times unconditionally and irrevocably undertake to fully and effectively indemnify HLIB and keep HLIB fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs and expenses whatsoever made, taken brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever (including without limitation arising from any negligent act or omission on HLIB's part or on the part of HLIB's agents, employees or servants) against or by HLIB to any person arising out of or incidental to this Letter of Authorization; and
- 4) The Client declares that this Letter of Authorization being given for valuable consideration shall be valid until written revocation is given by the Client to HLIB and duly acknowledged by HLIB or any of HLIB's authorized officers.
- 5) The Client will ratify and confirm all and whatsoever the Representatives shall do in the premises by virtue of these presents.
- 6) Failure or delay on HLIB's part to insist in any one or more instances upon performance of any provisions of this Letter of Authorization shall not be construed as a waiver or relinquishment of any of HLIB's right to future performance of such provision and the Client's obligation in respect of such future performance shall continue in full force and effect.
- 7) In the event that anyone or more of the provisions contained in this Letter of Authorization shall of any reason be held to be not enforceable, illegal or otherwise invalid in any respect under the law governing this Letter of Authorization (being the laws of Malaysia) or its performance, such unenforceability, illegality or invalidity shall not affect any other provision of this Letter of Authorization and this Letter of Authorization shall then be construed as if such unenforceable, illegal or invalidity provisions had never been contained herein.

#### TERMS & CONDITIONS FOR ACCESS TO AND USAGE OF ELECTRONIC INVESTOR SERVICES "EIS Terms"

HLIB has introduced a system of electronic investor services known as HLeBroking ("the Service") provided through an internet portal operated by HLIB or other provider(s) from time to time which offer access to stockbroking services provided by HLIB. The Service shall be utilised through media agreed by HLIB from time to time for the purpose of trading of shares and stocks listed on the Bursa Malaysia Securities Berhad ("BMSB") through HLIB, exclusively for the use by its clients. The Client shall continue to be bound by the Terms and Conditions in Part A (which continue to apply to the Service) as well as the terms and conditions ("EIS Terms") as set out below notwithstanding that HLIB may at its absolute discretion approve the use of the Service by the Client through any other medium of communication as may be introduced by HLIB from time to time.

Notwithstanding the generality of the foregoing provision, HLIB may at its absolute discretion approve or otherwise reject the above application(s) without having to provide any reason whatsoever.

#### 1. The Service

- 1.1 The Service comprises of the following:
  - a) access to real-time quotes;
  - b) the placing of orders to buy or sell securities through the exempt dealer or HLIB's dealer;
  - c) the cancellation or amendment of orders provided such orders have yet to be executed;
  - d) the review of business done and inquiry of status of orders;
  - e) access to key market indicators;
  - f) access to news and views;
  - g) facility to change Password\*; and
  - h) any other facilities that may be introduced by HLIB from time to time at its absolute discretion.

\*The term "Password" includes log-on password, User ID and client code.

- 1.2 In consideration of the Client paying to HLIB the Fees pursuant to clause 10 of the EIS Terms and complying with the EIS Terms, HLIB may provide the Client any one or more of the services set out in clause 1.1 of the EIS Terms, provided always, HLIB may at its absolute discretion impose any restriction or deny the Client access to the Service from time to time.
- 1.3 The client shall utilise the Service solely for the client's own purpose and not extend it for use by a third party.
- 1.4 HLIB may at any time and from time to time, vary or change the Service or the list of services in clause 1.1 of the EIS Terms at its absolute discretion without giving any notice thereof to the Client.

#### 2. Media of Service

- 2.1 The Client shall utilise the Service through any medium of communication which HLIB may, in its absolute discretion specify, adapt or introduce for use to its clients from time to time.
- 2.2 HLIB shall not be responsible for any disruption in the provision of the Service due to any malfunction or other failure in performance of any medium of communication used by the Client.
- 2.3 The Client shall at its own cost and expense be solely responsible for obtaining and/or procuring access to the Internet, as well as all telecommunications lines, equipment, electricity supply and other utilities required or necessary for the Client's access and/or use of the Service.

#### 3. Trading Orders from the Client

No trading orders from the Client shall be deemed to be valid and effective unless it is actually received and accepted by HLIB and written confirmation of business done of an order ("Business Done") is subsequently received by the Client either by telephone or addressed to the Client's e-mail address as stated in the Application Form herein (or as hereafter notified by the Client from time to time) or published on the designated forum provided in the Service and the Client shall have no claim against HLIB in respect of any losses, liabilities, costs and/or expenses resulting from any failure by HLIB to receive the Client's instructions as aforesaid.

#### 4. No Guarantee or Warranty

- 4.1 The information, data or services provided through the Service has been obtained by HLIB only for the Client's information through third party sources, including authorised dissemination agents of the BMSB, believed by HLIB to be reliable at all material times. HLIB does not guarantee the correctness, accuracy, completeness, timeliness or correct sequencing of such information provided thereof. There may be delays, omissions, glitches or inaccuracies in the information provided through the Service for which HLIB shall not be held responsible.
- 4.2 Neither HLIB nor its sources of information shall be liable for the failure to ensure the correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Client or any other persons whomsoever in direct or indirect reliance upon such information or for any interruption in the dissemination of any data, information or any other aspect of the Service for any reason whatsoever.
- 4.3 HLIB does not warrant the merchantability or fitness for a particular use and gives no other warranty or guarantee of any kind, expressed or implied, regarding the information, data or services furnished through the Service or any other aspect of the Service.

#### 5. Limitation of Liability

- 5.1 In addition to and not in derogation of any other terms of the EIS Terms, HLIB shall not in any event be liable to the Client or any other party having access to the Service whether with or without HLIB's consent for any direct, consequential, incidental, special or indirect losses or damages (including but not limited to loss of profits, trading losses and damages) arising from, inter alia, any delay or disruption in the use of the Service, or by the failure or alleged failure of HLIB to execute or cancel or amend any buy and sell orders, notwithstanding that HLIB had been advised of the possibility of the same.
- 5.2 HLIB shall not be liable for any loss arising from a cause outside its reasonable control, any action or omission by the relevant authorities in exercise of their regulatory or supervisory functions, or for failure by the electronic/telecommunication service provider or any third party to meet its obligations to the Client for any reasons whatsoever and however arising including failure of electronic or mechanical equipment or communication/telephone lines or other interconnected problems, unauthorised access, theft, unauthorised use of Password, operator error, weather, earthquakes, strikes or other labour problems.
- 5.3 HLIB shall not be responsible for any failure to provide the Service, including the execution of any order arising out of any restrictions imposed on any of the client's accounts with HLIB.

5.4 The liability of HLIB to the Client arising out of any claim whatsoever in relation to the Service and its use of the information provided thereunder, will not exceed the monthly fee payable by the Client under clause 10 of the EIS Terms.

#### 6. Title to Information/Proprietary Rights

- 6.1 All information provided by HLIB through the Service or in connection thereof from time to time (including without limitation all information, programme or data made available for purposes of on-line downloading at the Client's end) and the User Guide (if any) supplied by HLIB is the exclusive property of HLIB. The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information in any manner whatsoever without the prior written consent of HLIB nor use the information for any illegal or other purpose not permitted by HLIB.
- 6.2 The Client shall protect HLIB's contractual and statutory rights in or to the information furnished through the Service and shall immediately comply with all written or other forms of requests from HLIB as HLIB deems necessary to protect HLIB's rights.

#### 7. Client's Sole Risk

- 7.1 Neither the Service nor the information provided thereunder is intended to amount to or constitute financial, investment, tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by HLIB and the Service shall not be construed as amounting to offers, invitations or solicitations to buy or sell or otherwise deal with the securities concerned.
- 7.2 HLIB does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all orders made by it through the Service and executed by HLIB pursuant thereto are made at the Client's sole and absolute risk.
- 7.3 The BMSB, as the regulatory and supervisory authority of HLIB shall have the right to examine, inspect, scrutinise the Client's terminals for audit and other supervisory purposes as and when the BMSB deems fit. HLIB shall not be liable for any loss or damage that may be suffered as a result of the actions or omissions of the BMSB.

#### 8. Notification by Client

- 8.1 The Client shall notify HLIB immediately and in any event not later than 24 hours from the time it becomes aware of the occurrence of any of the following:
  - a) any unauthorised use of any of its Password, or of the Service or any information obtained thereunder;
  - b) any failure to receive a confirmation from HLIB that any order(s) initiated by the Client through the Service has been received and/or executed;
  - any receipt of confirmation of Business Done which the Client did not place or any receipt of inaccurate or conflicting report or information:
  - d) any disruption in the provision of the Service; and/or
  - e) any changes in personal particulars including but not limited to the location of the HLeBroking terminal.

#### 9. Confidentiality

- 9.1 The Client shall be responsible for the secrecy, confidentiality and for the use of its Password. The Client further accepts full and absolute responsibility for all orders and transactions entered through and under its Password and any such orders so received by HLIB and any such transactions carried out by any person using the Service by means of the Client's Password, whether authorised or unauthorised and HLIB shall not in any event be liable for any losses, damages, liabilities, costs and/or expenses incurred by the Client arising from or in connection therewith.
- 9.2 The Client shall be solely responsible to review the confirmation of Business Done to ascertain that its orders were correctly received through the Service and that a transaction reference number has been duly issued immediately through the Service upon placing an order to buy or sell.
- 9.3 The Client understands and agrees that for the mutual protection of the Client and HLIB, HLIB may electronically record any of the telephone conversation conducted by the Client or the Client's exempt dealer with HLIB or any of its brokers, dealers, employees, servants and/or agents.

## 10. Fee

- 10.1 The Client shall pay all the following fees, cost, charges and expenses ("the Fees") in connection with the Service at the times and in the manner stipulated by HLIB:
  - a. subscription fees, expenses, handling fee, commission, and charges for the Service as HLIB shall stipulate from time to time and all costs (including solicitors fees) if any, incurred by HLIB in collecting any overdue Fees from the Client;
  - b. legal fees and other expenses incurred by HLIB in the enforcement of HLIB's rights and entitlement under the EIS Terms and for the recovery of the monies owed by the Client to HLIB; and
  - c. interest at prevailing rates as determined by HLIB on amounts due and outstanding from the Client to HLIB.
- 10.2 HLIB reserves the right at any time and from time to time to impose the Fees or vary the rate of the Fees or vary the time and manner of payment of the Fees without notice. All fees shall be non-refundable, unless HLIB agrees otherwise. The Client authorises HLIB to debit the Client's CASA Account/-i for all Fees due and payable by the Client to HLIB.

## 11. Continuing Security on Asset

The Client hereby grants HLIB a continuing security interest and/or lien on the assets belonging to the Client in all its accounts with HLIB to secure the timely payment of all Fees owed by it in connection with the Service and any other amounts owing under the EIS Terms and that HLIB shall be at liberty to use or dispose of these assets without notice to the Client in whatsoever manner and upon such terms and conditions as HLIB deems fit to secure the full payment of such overdue amounts, subject to any rules of the BMSB or any other relevant authority or under any applicable law in respect of such matter.

#### 12. Restriction in Use of Service

- 12.1 The Client shall not be entitled to use the Service if there exists any restriction whatsoever (including but not limited to cash up-front restriction) on the Client's Trading Account maintained with HLIB, either imposed by HLIB or by any relevant authority.
- 12.2 The availability of the Service by HLIB is subject to the terms and conditions of any and all other agreements entered into between HLIB and the Client.

#### 13. Deposit

- 13.1 HLIB reserves the right to require the Client to place cash and/or equity as deposit prior to the execution of any transaction through the Service. It shall be in the absolute discretion of HLIB to determine the amount and value of deposit payable by the Client and the time and manner for the placement and nature of such deposit and the terms of refund of the same, if applicable.
- 13.2 HLIB shall not be held responsible or be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Client arising from HLIB failure or refusal to provide the Service to the Client or arising from failure refusal or delay by the Client to place such deposit.

#### 14. Indemnity

The Client unconditionally and irrevocably undertakes to fully and effectively indemnify HLIB, its agents and servants and keep each of them indemnified from and against any and all claims, losses (including loss of profit), liabilities, obligations, penalties, fines, costs and expenses (including but not limited to solicitors fees on a solicitor and client basis) sustained by HLIB due to the execution by HLIB of any buy or sell orders given by the Client or purported to be given by the Client or any other party(ies) using the Client's Password (whether such use is authorised or unauthorised) or having access to the Service and/or to any electronic or telecommunications device thereof at all times whether with or without the Client's consent or any breach or alleged breach or violation by the Client (or its agents or representatives or persons acting under it) of any part of the EIS Terms or any third party rights including but not limited to violation of any copyright, proprietary or privacy rights. This obligation to indemnify HLIB shall continue in full force and effect and shall survive the termination of the Service for any reason whatsoever or the suspension, termination or closure of the Client's Trading Account.

#### 15. Termination of Right of Access

- 15.1 Notwithstanding anything herein to the contrary, HLIB may in its absolute discretion at any time and for any reason whatsoever (including a breach of any part of the EIS Terms or Terms & Conditions or any unauthorised use of the Password), forthwith terminate the Client's right of access to the Service or any portion of the Service without notice and without compensation and without any obligation to give any reason whatsoever.
- 15.2 In the event of termination by HLIB under clause 15.1 set out immediately above, HLIB shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered by the Client as a result of or in connection with such termination and that the Client is liable for all monies due and payable by the Client to HLIB; provided however, where the termination is without cause HLIB may in its absolute discretion refund a prorated portion of any monthly fee already paid to HLIB by the Client.
- 15.3 The Client may terminate the Service by giving HLIB one (1) month's written notice.

#### 16. Client's Representations, Warranties and Undertakings

- 16.1 The Client represents and warrants to HLIB that otherwise as disclosed by the Client to HLIB in writing and accepted by HLIB:-
  - a. the Client is not a securities broker/dealer, investment adviser, futures commission agent, commodities dealer or commodity trading adviser, member of a securities exchange or association: or futures exchange or an owner/partner or associated person of any of the foregoing;
  - b. the Client is not employed by a bank or any organisation or corporation to perform functions related to securities or commodities futures investment or trading activity;
  - c. the Client is a customer of HLIB and maintains a share trading account with HLIB; and
  - d. the Client is a subscriber or customer of the electronic/telecommunications service provider agreed by HLIB.
- 16.2 The Client undertakes with HLIB that as long as the Client has access to the Service:
  - a. the Client agrees to be bound by the EIS Terms and the Terms & Conditions as amended from time to time;
  - b. unless otherwise agreed to in writing by HLIB, the Client will use the information provided through the Service solely in connection with its personal investment activities and not in connection with any trade or business activities;
  - c. the representations and warranties in clause 16.1 set out immediately above shall remain true and accurate;
  - d. the Client will not do anything to jeopardise the quality, reliability or integrity of the Service;
  - e. the Client shall ensure that there is no unathorised use of the Password; and
  - f. the Client will comply with all guidelines issued by HLIB in connection with the Service.

#### 17. Acknowledgement

- 17.1 The Client acknowledges as follows:
  - a. HLIB is providing the Service on the basis of the Client's agreement to be bound by the EIS Terms;
  - b. its agreement with HLIB does not include any other prior or contemporaneous promises, representations or descriptions regarding the Service notwithstanding if they are contained in any materials provided by HLIB;
  - c. the EIS Terms shall supercede any prior agreements (whether written or oral, if any) between HLIB and the Client in respect of the Service hereunder (save for the Terms and Conditions set out in this Application Formwhich shall continue to be in full effect). Any such prior agreements (excluding the Terms and Conditions set out in this Application Form) are cancelled as at the date stipulated herein. The Terms and Conditions in this Application Form shall also apply to the Service. In the event of any conflict or inconsistency between any of the EIS Terms and any other terms in the Terms and Conditions, the conflicting or inconsistent term in the EIS Terms shall prevail only in so far as it applies specifically to the Service and only to the extent of such conflict or inconsistency.

#### **PART G**

## TERMS & CONDITIONS FOR E-STATEMENT FACILITY (T&C")

In consideration of HLIB agreeing at the Client's request that electronic Statements ("E-Statements") be sent to the Client via email or otherwise by any other electronic means ("E-statement Facility") and upon the Client's successful enrolment for the E-statement Facility, the Client hereby agrees and consents to the following terms and conditions:

- 1. That by using the E-statement Facility, the Client is deemed to have agreed to be bound by:
  - a. the Terms and Conditions and this T&C, as may be amended from time to time with prior notice;
  - b. all terms and conditions of other facilities, benefits or services that HLIB may from time to time make available to the Client in connection with the E-statement Facility;
  - c. all laws, rules, regulations and guidelines applicable to the E-statement Facility now existing or which may hereinafter be enacted, issued or enforced and as may be amended from time to time.
- 2. The E-statement Facility is only applicable to certain types of accounts and HLIB is not obliged to the provide E-statement Facility for every account.
- 3. The Client is required to register a specific e-mail address for delivery of the E-Statements ("Designated Email") and simultaneously request that HLIB cease providing printed and mailed Statements to the Client. The Client hereby consents as to the issuance of the E-Statements via the Designated Email.

- 4. Upon the Client's successful enrolment for the E-statement Facility, the paper based Statements shall cease to be generated from such date as may be decided by HLIB in its sole and absolute discretion and HLIB will cease to post Statements to the Client.
- 5. The provision of the E-statement Facility is at the sole and absolute discretion of HLIB. HLIB may, without giving any reason, modify, change, restrict, withdraw, cancel, suspend or discontinue the E-statement Facility at any time or from time to time. The Client accepts that where any modification or change has been effected to the E-statement Facility or to the Terms & Conditions for E-Statement Facility, the Client's continued use of any of the Client's trading accounts with HLIB or the E-statement Facility after, such modification or change, shall be deemed as the Client's acceptance of such modification or change.
- 6. The Client represents and undertakes to HLIB that the Client is the owner and sole user of the Designated Email provided to HLIB and shall take all necessary security measures and precautions to ensure that the Designated Email is not accessed by any unauthorised third party.
- 7. Save for contract notes, each other type of document sent using the E-Statement Facility shall be deemed to have been delivered to and received by the Client when the E-Statements are sent to the Designated Email. With respect to contract notes, HLIB will be deemed to have given or delivered the electronic contract note to a client if, not later than the end of the next market day after the transaction was entered into, HLIB sent the contract note by e-mail.
- 8. Notwithstanding clause 4 of the T&C, HLIB reserves the right to send, by post, hard copies of any Statements, to the Client's last known mailing address in HLIB's records if there is a systems failure or if HLIB believes the sending of hard copies is prudent and/or necessary as may be determined by HLIB. In the event of such delivery, the Client shall remain responsible for the prompt and timely verification of the information contained in the hard copy Statements.
- 9. The Client is required to remain alert about the risks of unauthorised access and check all E-Statements for any inaccuracies, discrepancies, errors and/or unauthorised transactions in a prompt and timely manner. The Client shall notify HLIB by calling HLIB's Helpdesk (please refer to our HLeBroking website for the helpdesk's contact details) if:
  - a. there is any failure in the delivery of the E-Statements and/or the Client cannot or is unable to receive (in a legible format or otherwise) or access the E-Statements;
  - b. the Client's receipt of the E-Statements is delayed (i.e., receipt is more than two (2) Business Days(s) after the date stated on the relevant E-Statement document);
  - c. there are any inaccuracies, discrepancies, errors and/or unauthorized transactions ("Errors"),
- 10. In the event HLIB does not receive any notification from the Client of any of the matters set out in:
  - a. clause 9 (a) above within 7 days of the failure in delivery or non-receipt; or
  - b. clause 9 (b) and (c) above within fourteen (14) days from the relevant E-Statement document's date,

then, the Client shall be deemed to have conclusively accepted the entries shown in the E-Statements as being true, accurate and binding against the Client.

- 11. The Client may terminate the E-statement Facility at any time. Please contact the HLIB helpdesk or send an email to [email address] or get in touch with your dealer's representative or visit any of HLIB's branches for further information. HLIB may require your notice of termination to be made in writing. Upon such termination, the Client may not be able to elect to have Statements sent by post. Any alternative mode of despatch or notification of Statements may be subject to additional costs and shall be subject to any laws, guidelines, technical notes, directives or circulars issued by the regulatory authorities
- 12. Upon termination of the E-statement Facility, HLIB shall use reasonable endeavours to generate and despatch the Statements to the Client either :- (i) using an alternative mode of despatch or notification of Statements in accordance with applicable laws, guidelines, technical notes, directives or circulars issued by the regulatory authorities; or (ii) posting the Statement to the Client's last known or recorded mailing address appearing in HLIB records, and in each case such despatch may occur on the next statement date or date of issuance of the relevant document (whichever is applicable) or such other date as may be decided by HLIB in its sole and absolute discretion. However, the Client understands that the cancellation of the E-statement Facility may not take effect immediately and would depend on HLIB's processing of the notice of termination as well as the processing times involved in the generation of Statements. As such, E-Statements may still continue to be sent to the Client in the interim period pending the generation and mailing of hard copies of Statements.
- 13. The Client understands, acknowledges and accepts that there are risks associated with online transmissions and internet access. Some of the risks are set out below (non-exhaustive):
  - a. internet transmission lines are not encrypted and that electronic mail is not a secure means of transmission;
  - b. the transmission of information via electronic mail involves the risk of errors, viruses, delay, interception, modification or amendment by unauthorized persons;
  - c. transmission of electronic mail may be disrupted, interrupted, delayed or incorrect
- 14. The Client is advised to study all the aforesaid risks carefully before deciding to apply for the E-Statement Facility. The Client is also reminded that:
  - a. the use and storage of any of the Client's information, including but not limited to, the Client's Designated Email, username and password, account information, account balances, transaction activity and/or any other information available on the Client's computer terminal, mobile or any other type of device which is available for connection to the internet and used by the Client to access/view the E-statement Facility shall be at the sole risk and responsibility of the Client and shall be solely for the Client's own purposes and the E-Statement Facility shall not be extended for use by third parties; and
  - b. it is the responsibility of the Client to notify HLIB immediately of any change to his/her mailing address, Designated Email or other particulars of the Client relevant to the T&C.
- 15. In connection with clauses 12 and 13 of the T&C as set out above, the Client agrees to indemnify and hold harmless HLIB from/against any liability loss or damage that the Client may incur or suffer as a result of or arising from the provision, use, suspension, withdrawal, variation or termination of the E-Statement Facility as well as for any unauthorised disclosure, access or use of the E-Statements, Designated Email and/or E-Statement Facility.
- 16. The provision of E-Statement Facility shall be subject to the Client's agreement and continued compliance with the terms and conditions herein. The Client shall utilise the E-Statement Facility in strict compliance with any security or other requirements imposed by HLIB in its absolute discretion. HLIB may at any time impose conditions or requirements to improve the integrity and security of the E-Statement Facility and the Client shall comply strictly with all such conditions and requirements.

- 17. The Client shall notify HLIB in writing immediately and in any event no later than two (2) Business Days from the time the Client becomes aware, of any:
  - a. loss or theft of the Client's verification code, passwords, and/or account numbers or other personal or security information relating to the Client's Trading Account or the E-Statement Facility:
  - b. unauthorized use or interception of any of the Client's verification code, passwords and/or account numbers or other personal or security information relating to the Client's Trading Account or E-Statement Facility or any information (data, facts, opinions and any other information provided through or in relation to the E-Statement Facility);
  - c. receipt of confirmation of an order which the Client did not place, or any similarly inaccurate or conflicting report, account statement or information; or
  - d. unauthorised disclosure, access or use of the E-Statements, E-Statement Facility or Designated Email.
- 18. The Client agrees that the Client is solely responsible for the Client's computer, system or other device from which the Client accesses the E-Statement Facility, including without limitation the maintenance, operation and permitted use of such computer, system or other device. The Client shall ensure that any computer, system or other device from which the Client accesses and uses the E-Statement Facility is properly maintained and free from any defects, viruses or errors. It shall be the Client's responsibility to ensure that the Client's computer, system or other device is loaded with the latest anti-virus and anti-spyware software and that the said software is at all times installed and updated.
- 19. HLIB shall use reasonable endeavours to provide accessibility to the E-statement Facility and shall not be liable for the continuous provision of the E-Statement Facility, any maintenance and/or unavoidable downtime or disruption. Notwithstanding anything contained herein to the contrary, HLIB shall not be held liable or responsible for:
  - a. any system maintenance, disruption, unavailability of the E-statement Facility and/or HLeBroking, computer, telecommunications, electrical or network failure and/or other causes beyond HLIB control that may result in the E-Statements being incomplete, unavailable for access/viewing or delayed in transmission through any applicable internet service provider, communication network service provider, network system or such other equivalent system in any jurisdiction via the E-statement Facility to the Designated Email;
  - b. any loss of transmission of part of or the whole of any communication between the Client and HLIB through electronic mail and any interruption of the E-Statement Facility;
  - c. any errors, viruses, delay, inaccuracy, losses, damages, costs, charges and/or expenses whatsoever that may be suffered or incurred by the Client arising from or in connection with, whether directly or indirectly, the Client's use of the E-statement Facility, including but not limited to any unauthorized or illegal interception, modification or amendment by unauthorized persons, disruption, interruption, delay or inaccuracy of electronic mail or non-delivery, technical failure or problems in transmission due to or arising out of using the internet and electronic mail as a means of transmission or other communication equipment or facilities. For the avoidance of doubt, HLIB shall not be liable or responsible for any losses suffered whether direct, indirect, consequential or special damages that may result from the use or inability to use the E-statement Facility, even if HLIB may have been specifically advised of the same;
  - d. any failure or omission by the Client to ensure accuracy, authenticity, completeness or timeliness of any information received via the E-Statement Facility; and/or
- 20. HLIB makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the E-Statements and the E-Statement Facility, and the same is made available and provided to the Client on an "as is" and "as available" basis without any warranty or representation of any kind whatsoever.
- 21. HLIB does not warrant the confidentiality or security of any information transmitted through the internet. The Client accepts and agrees that HLIB shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by HLIB or any relevant internet service provider, network provider or communication network provider.
- 22. The maximum liability of HLIB in relation to any claim (whether such claim arises from breach of contract, tort or otherwise) arising from or in relation to the provision, use or termination of use of the E-Statement Facility, shall be limited to the lower of :- (a)RM1000; or (b) the amount of brokerage commission which the Client has paid to HLIB during the 30 day period preceding the loss event date. The loss event date shall be determined by HLIB and its determination shall be final and conclusive.
- 22. The Client agrees that HLIB reserves the right to impose a fee for the E-Statement Facility at any time at its absolute discretion with prior notice to the Client.
- 20. HLIB makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in relation to the E-Statements and the E-Statement Facility, and the same is made available and provided to the Client on an "as is" and "as available" basis without any warranty or representation of any kind whatsoever.
- 21. HLIB does not warrant the confidentiality or security of any information transmitted through the internet. The Client accepts and agrees that HLIB shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by HLIB or any relevant internet service provider, network provider or communication network provider.
- 22. The maximum liability of HLIB in relation to any claim (whether such claim arises from breach of contract, tort or otherwise) arising from or in relation to the provision, use or termination of use of the E-Statement Facility, shall be limited to the lower of :- (a)RM1000; or (b) the amount of brokerage commission which the Client has paid to HLIB during the 30 day period preceding the loss event date. The loss event date shall be determined by HLIB and its determination shall be final and conclusive.
- 22. The Client agrees that HLIB reserves the right to impose a fee for the E-Statement Facility at any time at its absolute discretion with prior notice to the Client.
- 23. HLIB may vary or amend these T&C at any time by giving prior written notice to the Client. Such notice may be given by mail, facsimile, short messaging service, electronic mail notification, via displays at its branches or via publication through any media as HLIB shall deem appropriate in its absolute discretion. Such variations or amendments shall be effective on and from the date specified in such notice.
- 24. In the event of any conflict or inconsistency between any of the terms in this T&C and any other terms in the Terms and Conditions, the conflicting or inconsistent term in this T&C shall prevail only in so far as it applies specifically to the E-Statement Facility and only to the extent of such conflict or inconsistency.

#### VALUE TRADE (Settlement via HLB/HLISB Banking Account/-i)

## ADDITIONAL TERMS AND CONDITIONS GOVERNING VALUE TRADE CLIENTS ONLY

In consideration of Hong Leong Investment Bank ("HLIB") agreeing to allow the Client to sign on as a Value Trade client of HLIB and/or perform trade settlement through the Client's CASA Account/-i maintained with Hong Leong Bank ("HLB") /Hong Leong Islamic Bank Berhad ("HLISB"). The Client hereby covenants and undertakes with HLIB as follows:

- 1. These terms and conditions are applicable to Value Trade clients only. "Value Trade" is a preferential trading arrangement which allows the client to trade up to the limit of Available Funds (as defined in paragraph 5 below) in its CASA Account/-i at a lower brokerage fee as may be advised by HLIB from time to time. By signing below, the Client agrees to be a Value Trade client and abide by the terms and conditions herein. For the avoidance of doubt, the terms herein shall be in addition to all the terms and conditions as set out in the Application For Opening of HLeBroking Trading Account ("the Terms and Conditions"); in the event of inconsistency between the terms here in and the Terms and Conditions, the terms and conditions herein shall take precedence only to the extent of such inconsistency.
- 2. The Client hereby agrees that all monies available in the Client's CASA Account/-i shall be available for use for trade settlement (automatic set-off) without any further notice or consent required from the Client.
  - a. <u>Set-off Credit Balance against Purchase Contracts</u>

HLIB is authorised to use the monies to pay to themselves for the outstanding purchase contracts including transaction costs executed under this Value Trade arrangements at the end of the day, which is two (2) market days from the day the relevant purchase contract was executed.

b. <u>Set-off Credit Balance against Contra Losses / Debit Notes</u>

HLIB is authorised to immediately set-off the Credit Balance or any part thereof, against any outstanding amount under any of the Client's account(s) maintained with HLIB (including without limitation contra losses, debit notes and all expenses reasonably incurred by HLIB in compliance with this letter).

- c. Crediting of Sales Proceeds / Contra Gains (auto-crediting)
  - i) Credit all proceeds of sales in accordance with FDSS; and
  - ii) Credit of contra gains for not later than 3 trading days
- 3. "Available Funds" shall mean the sum of monies standing to the credit of the Client's CASA Account/-i and available for the purposes of any transaction with or via HLIB as may from time to time be calculated or determined by HLIB. Without prejudice to HLIB's rights of calculation and determination aforesaid, the Client agrees and acknowledges that all amounts earmarked for the Client's purchase of any shares, stocks or securities (inclusive of the purchase price as well as the transaction costs payable) and/or other banking transactions shall be deducted from and shall not form part of the Available Funds in calculating the available limit for the Client's trades.
- 4. The Client undertakes forthwith upon demand and on a full indemnity basis to pay to and indemnify HLIB for all losses, liabilities, damages, interest, costs, expenses and charges sustained or incurred by HLIB in connection with the operation of the Client's Trading Account, the CASA Account/-i and/or trading activities.
- 5 Without prejudice to the generality of the foregoing, in the event any of the Client's purchase order for any shares, stocks or securities has been executed and it is thereafter discovered that the aggregate of the purchase price and the transaction costs payable by the Client in connection with that purchase order is greater than the Available Funds (the excess shall be known as the "Excess") for any reason whatsoever, including due to any errors or omissions on the part of HLIB in calculating the Available Funds and the Client's trading limits, The Client hereby undertakes to pay to HLIB the Excess in immediately available funds forthwith on the same day of notification from HLIB failing which, without prejudice to all its rights and remedies, HLIB shall be entitled to charge and impose on the Client the normal brokerage rate chargeable for the execution of purchase orders for a normal trading account in respect of that purchase order and The Client shall be liable to pay brokerage to HLIB at the said rate in respect of that purchase order.

## PART I

#### APPOINTMENT OF HONG LEONG BANK BERHAD ("HLB") AS AN AGENT TO OPERATE THE SECURITIES TRADING ACCOUNT

- 1. The Client hereby gives notice that it has appointed HLB as its agent to operate the Client's Trading Account on the Client's behalf and HLB is authorised to give instructions, place orders and carry out all transactions (whether in writing, verbally or electronically) on the Client's behalf. The Client further undertakes that all such instructions, orders and transactions placed or conducted by HLB will be fully honored and ratified by the Client. HLIB shall be entitled to accept and act on all instructions, orders given, made or issued by HLB.
- 2. The Client agrees that:
  - a. The said securities trading account will be subject to the terms and conditions for securities trading imposed or to be imposed by HLIB including any trading or credit limit imposed on the Client's trading activities;
  - b. As investment in Securities involves risk, HLIB shall have the right at any time to limit purchases or sales requested, placed or ordered by HLB;
  - c. The Client will indemnify HLIB and its directors, officers and agents at all times and keep HLIB fully indemnified against all claims and demands, actions and proceedings and losses and expenses, including any legal costs and all other liabilities of whatsoever nature or description which may be made, taken, or suffered by HLIB in connection with the abovementioned actions(s) or appointment of the Client's agent whether directly or indirectly or consequential or in whatever manner; and
  - d. HLIB shall not be liable for any loss (actual or contingent) arising from any limit on purchases or sales requested, placed or ordered by HLB.
- 3. The Client shall at all times abide by all laws, by-laws, regulations, rules, orders, and directives prescribed by regulators relating to trading activities with HLIB and to all matters herein including, without limitation to, the Rules of the Bursa Malaysia Securities Berhad and the rules of other recognized exchanges and the inclusion of any additions, amendments or revisions that may from time to time be introduced and enforced.
- 4. Lastly, The Client declares that this authorization shall remain valid and binding on the Client in every aspect unless and until written notice to revoke such authority is given by the Client to HLIB and HLIB's authorized officer has duly acknowledged receipt thereof.

#### **SECURITIES TRADING ARRANGEMENT LETTER**

To: Hong Leong Bank Berhad

#### 1. Arrangement

- .1. I, the undersigned, whose name, address and other particulars are as set out in Part 1 of the Schedule hereby:
  - i. request you to arrange for the sale or purchase of, or otherwise deal with, securities belonging to me, for me or on my behalf through a licensed dealer whose name and address are as set-out in Part 2 of the Schedule ("the Arrangement");
  - ii. agree that the arranging for the sale or purchase or of, or other dealings over, securities belonging to me, for me or by you on my behalf shall be upon the terms and conditions contained in this Securities Trading Arrangement Letter ("Arrangement Letter"). The terms herein may be amended by you at any time subject to any applicable laws, rules and regulations;
  - iii. confirm that no variation or amendment of this Arrangement Letter shall bind you unless agreed to in writing by you.

#### 2. Conditions Precedent

- 2.1. This Arrangement is conditional upon the fulfillment of the following:
  - 2.1.1. That a Pay&Save Account/Pay & Save Account-i ("Bank Account"), particulars of which are contained in Part 3 of the Schedule is opened and maintained with you to facilitate securities trading activities and trade settlement in respect of the Trading Account (as defined in paragraph 2.1.2 below).
  - 2.1.2. That the application to the licensed dealer and the Bursa Malaysia Depository Sdn Bhd to open account(s) for me to trade in securities through the licensed dealer ("Trading Account") is approved by the licensed dealer and the Bursa Malaysia Depository Sdn Bhd, respectively, approval of which is at the absolute discretion of the licensed dealer and the Bursa Malaysia Depository Sdn Bhd.
  - 2.1.3. That all documents as may be required by the licensed dealer and the Bursa Malaysia Depository Sdn Bhd are executed simultaneously with the execution of this Arrangement Letter.
  - 2.1.4. The execution and/or furnishing by me of any other documents and/or information required or deemed necessary for purposes of complying with any applicable laws in relation to this Arrangement.

#### 3. Settlement of Trading Account

- 3.1. Upon the fulfillment of the conditions as stated in paragraph 2 above, you shall be expressly authorized to, inter-alia:
  - 3.1.1. Receive all sales proceeds, contra gains and any other payments payable by the licensed dealer to me in relation to the Trading Account and deposit or direct/authorize/procure the deposit of all such sales proceeds, contra gains and any other payments payable by the licensed dealer to me into the Bank Account.
  - 3.1.2. Liquidate by withdrawals from the Bank Account and utilize the proceeds from there to settle all purchase contracts, fees, contra losses and any other charges owing by me in relation to the Trading Account.

#### 4. Payments

- 4.1. All payments made by me or those made on my behalf to the licensed dealer shall be paid to such bank account of the license dealer as it may designate from time to time.
- 4.2. I shall promptly pay such fees, charges, costs and expenses to you as you may impose from time to time and notify to me in connection with the provision of the services herein.

#### 5. Functions

- 5.1. You are hereby unconditionally authorized to do and execute any and all things and documents and carry out all or any of the functions that I would be entitled to in relation to the Trading Account and Bank Account, including but not limited to, the following:
  - 5.1.1. request the licensed dealer to withhold and/or defer the selling out of shares in anticipation of receipt of proceeds from sales of shares or other sources as may be instructed to you provided that the acceptance and carrying out of such a request shall be at the discretion of the licensed dealer;
  - 5.1.2. arrange or request for withdrawal/transfer of shares from the Trading Account to any other trading account(s) of mine in accordance with my instructions;
  - 5.1.3. issue, communicate, convey and/or transmit such instructions, notices, requests, orders and/or demands as may be necessary, in relation to this Arrangement Letter;
  - 5.1.4. obtain, receive information and/or make any balance enquiries relating to any account, including but not limited to, the Bank Account or the Trading Account in respect of any securities of any company to facilitate the sale and/or purchase of securities; and
  - 5.1.5. generally, to act on and give effect to my instructions and to do, carry out and/or perform any or all actions whatsoever which I may have the power to do, carry out or perform in relation to the Trading Account and the Bank Account.
  - 5.1.6. disclose to the licensed dealer any and all information and personal data related to the Bank Account or myself that the licensed dealer may request for.

#### 6. Instructions

- 6.1 I authorize you to rely on and act pursuant to and in accordance with any instruction:-
  - 6.1.1. in writing, whether sent by post or given by telex, facsimile or electronic transmission, given or purported to be given by me or my authorized signatory or representative; or
  - 6.1.2. given orally, whether by telephone or otherwise, if given or purportedly to be given by me or under the instruction of my authorized signatory or representative. However, you are not obliged and nothing herein obliges you to act on any oral instructions and you may request information which confirms the identity and authority of the person giving the instructions; and
  - 6.1.3. you may rely and act in good faith in accordance with the said instructions without inquiry as to the authority, identity of the person so instructing or the authenticity of or the request for the original of any document so transmitted and of the purported signatories thereof.
- 6.2. You may, if you shall so decide (without being obliged to), verify the authenticity or validity of any instructions or request clarification in respect of any instruction which is, or which you deem to be, ambiguous, and shall not be obliged to act pending such clarification. The grounds upon which you are permitted for doing so, if you so wish, shall include, but are not limited to, the following:
  - 6.2.1. if it is contrary to this Arrangement Letter or any applicable law or in your opinion, is unlawful, incomplete, ambiguous or unclear;

- 6.2.2. if you reasonably suspect that I am in breach of any provision of this Arrangement Letter or if you have grounds to doubt that the instructions are genuine;
- 6.2.3. if documents or information provided are insufficient for you to act; or if the Trading Account or the Bank Account is suspended or closed.
- 6.3. I agree not to withdraw, cancel, vary or revoke any instructions if such instruction has been acted upon or accepted by you or any of your employees or officers.
- 6.4. You may (but shall not be obliged to) record all communications between us and, in the event of a dispute as to the content/substance of a communication, I agree that any such recording may be adduced as evidence and shall be conclusive evidence of the content/substance of the communication.

#### 7. Good Faith and Due Care

- 7.1. I agree that you, your directors, officers, employees or agents may, at your discretion, accept and act on instructions which you believe have emanated from me or my authorized representative and agree that so long as you act in good faith and exercise due care, such instructions shall be binding on me and you, your directors, officers, employees or agents shall not be liable for and are hereby discharged from any liability for any loss or damage incurred or suffered or for any action taken or omitted, or purported to be taken or omitted, in connection with this Arrangement Letter unless caused by gross negligence or willful misconduct.
- 7.2. In no event shall you be liable for all and any loss, damage, expense, liability, cost or claim whatsoever and howsoever caused or arising from any delay in the execution of my instructions or order due to any reason whatsoever.

## 8. Disclosure of Information

- 8.1. I hereby agree and expressly consent to your doing the following without the need for me to provide further notice or concurrence from or to me:
  - 8.1.1. disclose to Bank Negara Malaysia, Securities Commission, Bursa Malaysia Securities Berhad and any other governmental agency or other authority having jurisdiction over you or me, any information relating to this Arrangement Letter including any credit facility (if applicable);
  - 8.1.2. disclose to the party furnishing security (where applicable) for or in connection with the Trading Account any information relating to this Arrangement Letter, the Bank Account, including any credit facility (if applicable) and the security thereof or;
  - 8.1.3. to disclose information about me, my business (including the status of this Arrangement Letter), the Trading Account and the Bank Account to the licensed dealer and to any other person(s) within the Hong Leong Group, the Syariah Advisor (if applicable), professional advisers, auditors, bankers, consultants (including information technology consultants) of the Hong Leong Group and to authorize the licensed dealer any such other person(s) within the Hong Leong Group and the Syariah Advisory (if applicable) to make such disclosure to you and any others person(s) where applicable in connection with this Arrangement Letter, the Trading Account and the Bank Account provided that you, the Syariah Advisor and such person(s) shall take due care to ensure such information shall remain confidential amongst yourselves.
- 8.2. I hereby agree to disclose and furnish to you any information required or deemed necessary, to your satisfaction, in a timely manner within the period specified by you, whether for the purpose of complying with laws, rules, regulations, directives and guidelines of any regulatory authority and/or made or established by you. Pending receipt of such information from me and until received and verified to your satisfaction and/or the relevant authorities, you shall not be obliged to proceed with any instructions placed/given by me.

#### 9. Representations and Warranties

- 9.1. I hereby represent, warrant and declare that:
  - 9.1.1. I am of full age and sound mind;
  - 9.1.2. I am not a bankrupt and no bankruptcy petitions have been presented or proceedings instituted against me which are still pending/undercharged;
  - 9.1.3. I have the full legal right, authority and power to enter into and perform the terms of this Arrangement Letter which is binding on and enforceable against me;
  - 9.1.4. there is no order of any court or other agency or governmental authority or any provision of existing agreement binding on me or my assets which would be contravened or breached by the execution, delivery and/or performance of the terms and conditions contained in this Arrangement Letter. No lawsuits or investigations by any government agency, body or other regulatory authority are pending or to be instituted against me;
  - 9.1.5. I have not violated any provisions of any legislation, court order, judgment or contracts which I am a party to or am bound by.
- 9.2. I further hereby declare and agree that, in relation to this Arrangement Letter, the Trading Account and the Bank Account, that:-
  - 9.2.1. I am and will be the principal acting for my own account and the sole beneficiary hereto and thereof;
  - 9.2.2. all the necessary authorizations and approvals required to issue/enter into and perform the terms of this Arrangement Letter and/or open and maintain the Trading Account and the Bank Account have been/ will be obtained;
  - 9.2.3. I will continue to observe all applicable laws, rules and regulations;
  - 9.2.4. the funds for the purposes of this Arrangement Letter are neither, and will not be obtained from, an unlawful activity nor related to any unlawful activity as defined under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
- 9.3. I acknowledge and agree that any claims against the compensation fund established under Part IV of the Capital Markets and Services Act 2007 ("the Act") for the purpose of compensating persons who suffer monetary losses are strictly limited to the circumstances prescribed under Section 7 of the Capital Markets and Services Regulations 2007, which are:
  - 9.3.1. A defalcation or fraudulent misuse of monies or other property by a director, officer, employee or representative of a licensed dealer that is at the time a participating organization of the Bursa Malaysia Securities Berhad; or
  - 9.3.2. an insolvency of a participating organization;
- 9.4. I also acknowledge and agree that claims against the said compensation fund do not extend to a defalcation or fraudulent misuse of my monies or other property entrusted to or received by your director, officer, employee or representative or on your insolvency.

9.5. The representations, warranties and declarations herein shall be deemed to be given or made on the date of the execution of this Arrangement Letter and shall be deemed to be repeated as at the date of each transaction in relation to the Trading Account and the Bank Account in relation to the facts then existing.

#### 10. Relationship of the Parties

- 10.1. Subject to clause 10.2 and 10.3 hereof, you shall at all times be and act as my agent in relation to the Arrangement.
- 10.2. Nothing in this Arrangement Letter shall prevent you from:
  - 10.2.1. providing similar or the same services to any other person or persons;
  - 10.2.2. purchasing or selling securities for your own account or for the account of other clients;
  - 10.2.3. acting as an agent, contracting or entering into any financial, banking, commercial, advisory or other transactions with any company or body, or from being interested in such contract or transaction.
  - 10.2.4. receiving and retaining for your account all rebates, commission, fees or any other benefit arising out of any dealing, contract or transaction arranged by you on my behalf under this Arrangement Letter. You are hereby authorized to receive and retain the said payments for your account.
- 10.3. In connection with your duties, obligations, rights and discretion under or arising out of this Arrangement Letter, you shall not, merely by virtue of this Arrangement Letter, the Arrangement and/or the performance of your obligations hereunder:-
  - 10.3.1. assume, or be deemed to have assumed, any obligations, fiduciary relationship, trust or any other relationship other than those for which specific provision is made in this Arrangement Letter;
  - 10.3.2. be liable for any action, omission or failure of the licensed dealer or any other parties to duly perform any of their duties in connection with this Arrangement Letter.

#### 11. Indemnity

11.1. I agree at all times to fully indemnify and keep you fully indemnified against any loss, liability, cost, claim, action, demand and expense (including, but not limited to, all costs (including solicitors costs on a full indemnity basis), charges and expenses paid or incurred in disputing or defending any of the foregoing) which you may reasonably incur arising out of or in relation to or in connection with the exercise of your duties or functions hereunder and/or in connection with the Arrangement except such as may result from the breach by you of the terms of the Arrangement Letter or from your willful default or gross negligence.

#### 12. Rights Cumulative, Waivers

- 12.1. Failure to exercise or any delay in exercising any of the rights herein shall not operate as a waiver or variation of that or any other such rights nor shall any defective or partial exercise of any such rights preclude any other or further exercise of that or any other such right.
- 12.2. The rights and remedies herein are cumulative and not exclusive of any rights, remedies and privileges provided by law.

## 13. Invalidity of Any Provision

13.1. If any of the provisions of this Arrangement Letter becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### 14. Independent Legal Advice

14.1. I confirm that I have read and understood the terms of the Arrangement Letter and also declare that I have been advised to seek independent legal advice on the effects and consequences of my entering into and signing this Arrangement Letter. I hereby agree to be bound by this Arrangement Letter regardless of whether I have resorted to such advice.

## 15. Successors and No Assignment

- 15.1. This Arrangement Letter shall be binding upon my heirs, personal representatives and estate, as the case may be, and shall be enforceable by you or your successors-in-title and assigns.
- 15.2. I hereby agree that I shall not assign or transfer all or any part of my rights in this Arrangement Letter without your written approval.

#### 16. Termination

- 16.1. This Arrangement Letter and the Arrangement shall become effective on the date hereof and shall continue to be in force until terminated by either party by giving to the other party thirty (30) days' prior notice in writing without assigning any reason therefore provided always that either party may at any time by written notice served on the other party forthwith terminate this Arrangement Letter in the event that:
  - 16.1.1. such party commits a breach of any of the terms herein and does not remedy such breach within 7 days (or such other period as may be specified by you from time to time) of written notice from the other party; or
  - 16.1.2. such other party, if an individual dies or becomes insane or commits an act of bankruptcy; or
  - 16.1.3. any legislation or government policy comes into force, which in your reasonable opinion may materially prejudice its position hereunder;

PROVIDED FURTHER ALWAYS and it is hereby agreed that this Arrangement Letter shall not be determinable by me except on terms that I make full provisions satisfactory to you and the licensed dealer for any outstanding and contingent liabilities or obligations to you and the licensed dealer which you may have incurred/assumed on my behalf and it is further hereby agreed that any statement by you as to the amount of any such outstanding and contingent liabilities or obligations shall, in the absence of manifest error, be binding on me, and the disclosure provisions in clause 8, the declaration in clause 9 and the indemnity in clause 11 will survive any such termination of this Arrangement Letter and remain in full force and effect.

- 16.2. The termination of this Arrangement Letter will not affect any:
  - 16.2.1. transaction properly entered into, instructions given or action taken prior to such termination;
  - 16.2.2. claim against me in respect of or my liability for any fees and expenses (if applicable) in respect of the period prior to such termination: or
  - 16.2.3. other claims, which either party may have against the other.

#### 17. Notice

- 17.1. Any notice, demand or communication to be given or made under this Arrangement Letter shall, except as otherwise provided herein:
  - 17.1.1. if intended for me, be in writing addressed to me at the address stated in Part 1 of the Schedule hereto or such address as may from time to time be advised to you; or
  - 17.1.2. if intended for you, be in writing addressed to you at your registered address or as modified from time to time. It may be delivered personally by leaving it at such address or by post or facsimile transmission and shall be deemed to have been delivered to me at the time of personal delivery or on leaving it at such address or on the third day following the day of posting or on the day of dispatch if sent by facsimile transmission, and to you on the day of actual receipt by you.
- 17.2. I hereby confirm that any dispute by me on the accuracy of information stated in any notice or communication served upon or given to me must be received by you in writing within seven (7) days from the date of the said notice or communication failing which such notice or communication shall be deemed to be correct and accurate. I agree that you reserve the absolute right to make any adjustment to the contents of any notice or communication sent arising from any technical or typographical error.
- 17.3. I shall forthwith notify you in writing of any changes to my address. Until you receive notification of my new address, all notices or communications issued or sent by you to my last known address shall be deemed to be properly sent.

#### 18. Time

18.1. Time, wherever mentioned, shall be of the essence of this Arrangement Letter.

#### 19. Consent to Furnish Arrangement Letter

19.1. I hereby consent to your furnishing of a copy of this Arrangement Letter to the licensed dealer documenting my authority to you in relation to the Arrangement.

#### 20. Governing Law and Jurisdiction

20.1. I agree that this Arrangement Letter is governed by and shall be construed in accordance with the laws of Malaysia and I hereby submit to the exclusive jurisdiction of the courts of Malaysia.

#### 21. General

21.1. Any documents or information made available to me by you on any securities shall not constitute an advice to trade in said securities nor shall such information form the basis of, or be relied on, in connection with any contract. I shall not treat any information on securities as representing advice from you and I hereby acknowledge that you make no warranty or representation, express or implied, as to the accuracy, completeness or otherwise as to the information provided. The availability of any information shall not be relied upon by me when undertaking any transaction, and I shall at all times rely on my own assessment of the information and the merits or any proposed transaction. I agree and understand that you prohibit your employees, officers or agents from giving or making any investment advice, suggestion or recommendation and any such advice, suggestion or recommendation given or made shall be deemed to have been made by the employee, officer or agent concerned in his/her individual capacity. You shall have no liability or responsibility whatsoever in respect of any losses suffered or incurred by me as a result of or arising from such advice, suggestion, recommendation or information.

#### 22. Set-Off

- 22.1. In addition to its other rights under these Securities Trading Arrangement Letter, subject to all my outstanding payments and accrued liabilities in relation to the Trading Account being paid to or settled with HLIB, HLB shall be entitled at any time, to combine, consolidate or merge all or any of my accounts of whatsoever nature at any branch of HLB with any liabilities to HLB and set-off or transfer any sum whether in the same or different currencies standing to the credit of any such accounts in or towards satisfaction of any of my liabilities to it under these Terms and Conditions or under any other accounts, whether such liabilities be present or future, actual or contingent, primary, secondary or collateral, secured or unsecured, joint or several.
- 22.2. Without prejudice to the general right of set-off conferred upon HLB by the foregoing Clause 22.1, I hereby expressly agree that in any one of more of the following events, that is to say:-
  - 22.2.1. if any attempt shall be made by me, without HLB's prior written consent, to assign, and/or share, and/or otherwise alienate all or any part of any sum or sums standing to the credit of any one or more of such accounts as aforesaid;
  - 22.2.2. any event shall occur which, in HLB's sole discretion, shall or might put in jeopardy HLB's rights with respect to the credit balance in any one or more of such accounts;
  - 22.2.3. the commencement of my bankruptcy/winding-up or analogous proceeding; or
  - 22.24. an encumbrancer taking possession of, or a receiver being appointed over, the whole or any part of my undertaking, property or assets, then immediately or upon the occurrence of any other event if HLB so determines at its sole discretion as having an adverse effect on it and gives notice to me, all of my then existing accounts at any branch of HLB shall automatically and forthwith be deemed consolidated together as one and shall (together with all of my liabilities above referred to) be deemed (if applicable) to mature and in all cases become due and payable, and all sums standing to the credit of any such accounts shall automatically and forthwith on the occurrence of such event be set-off and shall be deemed to have been transferred by HLB to the satisfaction of my liabilities to HLB as aforesaid or in any other respect.

IN WITNESS HEREOF, I the undersigned have executed this Arrangement Letter thisday of			
SIGNED by:	WITNESSES by:		
Name:	Name:		
NRIC:	NRIC		

22.3. Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which HLB may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right or set-off arising by law or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by HLB.

## SECURITIES TRADING ARRANGEMENT LETTER

## SCHEDULE

PART 1 – PARTICULARS OF CLIENT	
Name :	
NRIC No :	
Address :	
PART 2 – PARTICULARS OF THE LICENSED DEALER	
Name: Hong Leong Investment Bank Berhad (A Participating Organization o	f Bursa Malaysia Securities Berhad)
Registered Address: Level 30, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Malaysia	
PART 3 – PARTICULARS OF CLIENT'S BANK ACCOUNT	
Account Number :	
Type of Account :	
Branch Name :	

## FOR OFFICE USE ONLY

## Part 1 : FATCA

## Part I – Documentation checklist –To fill up below only if customer has declared as being "Non-U.S. person" above.

Questions below to be considered in conjunction with all documents & forms collected from customers (including this form).

Questions below to be considered in conjunction with <u>an</u> documents & forms conected in	TOTTI CUSTOTTI	ers (including	g tills form).	
FATCA checklist	Yes / No		Instruction:	
U.S. Passport				
Sight if the passport provided is a U.S. passport.	☐ No ☐ Not applicable		If any of the questions on the left have "Yes" answers, to request customer change declaration above to "U.S.	
Nationality			Person".	
Check if the citizenship is U.S.	☐ Yes ☐ No			
Non U.S. Passport				
Sight if the country of birth is in U.S.	☐ Yes ☐ No		If any of the questions on the left have "Yes" answers, to obtain Form W-8BEN from	
Note: If "Yes" is selected,  (i) To request for "Certificate of Loss of Nationality"; or  (ii) Checked the declaration (1) in Section B of FATCA Declaration.			customer.	
Address				
Check if the permanent address or mailing address provided is a U.S. address.	☐ Yes ☐ No			
Telephone number				
Check if the onlytelephone number provided is a U.S. telephone number (countr code +1)	☐ Yes ☐ No			
Others				
Has the account holder(s) provided any other indication of being U.S. citizen or resident?  If yes, please list the identified indication:	☐ Yes ☐ No			
Part II -Conclusion Bank's assessment of customer(s)' FATCA classification: Customer is:  U.S. Person Non U.S. Person Recalcitrant. (Customer)	ners who do	not provide I	Form W9 / Form W-8BEN)	
Part 2: COMMON REPORTING STANDARD ("CRS")				
CRS checklist		Yes / No	Instruction:	
Residential Address		1037110	If any of the questions on	
sidential address sidential address is in a jurisdiction which is different from the jurisdiction of tax sidence?   Yes  No		the left have " <b>Yes</b> "		
Correspondence Address			a) Reject the form and	
Correspondence address is in a jurisdiction which is different from the jurisdiction of tax		☐ Yes	ensure the correct details are properly rectified	
Telephone Number			b) If not changes under	
Check if the <u>only</u> telephone / mobile number is in a jurisdiction which is different from the jurisdiction of tax residence?		☐ Yes ☐ No	CRS, obtain the  "Reasonableness Test Explanatory Form"	
Tax Residence – Not A Malaysian Tax Holder			c) Obtain "documentary	
Country/Jurisdiction of Tax Residence is not provided?		☐ Yes ☐ No	evidence" for tax residence declared, where necessary	
Tax Identification No. (TIN) or equivalent is not provided without reason?		☐ Yes ☐ No	,	

PART 3 : FOR BACK OFFICE USE (	DNLY				
DEALER'S REPRESENTATIVE CODE :		CDS NO : 066 - 00 -			
CUSTOMER ID :		CLIENT CODE :			
DAY TRADE : Y / N	CTA:Y/N	DCL & CCTS FLAG : Y / N	E-STATEMENT FLAG :	Y/N	
Have the client completed the	following?			<b>√</b>	
Verify Name & NRIC / Passport No. tally with photocopy of NRIC / Passport					
NRIC/ Passport & supporting documents signed by Dealer's Representative/ Approved Witness					
Verification of Client's address against Dealer's Representative address					
Proof of Income					
Activate HLeBroking User ID					
Turn on <b>Cross Border</b> flag Foreign	n Share Trading				
Turn on Multicurrency settlement flag					
Activate Internet trading facility	for foreign share trading				
PROCESSED BY :		REVIEWED BY :			
	IF AI	PPLICABLE			
INTRODUCER'S PARTICULARS					
INTRODUCER'S NAME	:				

INTRODUCER'S NEW NRIC NO

\_\_\_\_\_CLIENT CODE : \_\_\_\_







## **APPLICATION FOR CHANGE OF PRODUCT TYPE**

lient Name:					
ilient Code :					
Change of Product Type					
HLe-Broking Account to HL Pay&S Pay&Save Account-i	ave Account/	HL Pay&Save According According According According	ount/Pay&Save Account-i		
empt dealer and/or change of pro	duct type when due or a ink Berhad ("HLIB") from	at any time upon n and against any	insfer of remisier / company dealer or demand. I hereby further undertake to expense, loss, damage or liability which		
plying to change product type, I a all be subject to HLIB's receipt of the bject to HLIB's absolute discretion.	gree to execute a new a he application form duly	pplication form for form for completed and e	s applicable to me and my facility. By or the selected product and any change xecuted. Approval of my application is cept any change of product application.		
Date:  Declaration By Releasing Remisier / Company Dealer  Declaration		Declaration By	eclaration By Accepting Remisier / Company Dealer		
I hereby authorize the above-mentioned transfer / change request with immediate effect.		I accept the above named as my client and confirm al information stated herein is true and correct to the best of my knowledge. I will be solely responsible for all debts incurred by this client. HLIB shall have absolute right to utilize my security deposit to settle the debts as stated in my Remisier Agreement.			
Signature : Date :		Signature :	e: Date:		
FOR OFFICE USE ONLY  NOTE: Transfer All Clients' Outst	_	epresentative  DEPARTMENT - C	( ) YES ( ) NO		
NEDIT CONTROL DEPARTMENT	Reassigned to		Reassigned to HLe-Broking		
Credit Limit : RM Outstanding Value			Outstanding Value (DN/CN) : Nil		
	Foreign Share : N	lil	Foreign Share : Nil		
'S Position : RM	Group Code : CA	S	Group Code : EBR		
	Collateral Client &		Collateral Client & DCL to Yes		
pproved by: Date:	Payment Mode to		Payment Mode to Bank		
Transfer On :	Bank detail: HL P	,	Bank detail: As per application form		
egal Case: Y / N	Trust Interest to N		Trust Interest to Yes		
ETAIL/DEALING DEPARTMENT	Sales Proceed Se		Sales Proceed Setoff to Yes		
	Contra Setoff to N		Contra Setoff to Yes		
	Credit Limit to RN		Credit Limit: As per Approval form		
pproved by: Date:	Cross Border to N	No	Cross Border: As per application form		

CDS-STP to Yes

Online Min: RM8

Maintain Staff Client Link (EDS)

CP to delete min. brokerage & day

trade at client level for CAS client

CTA to No

CDS-STP to Yes

CP to maintain brokerage rate for

(Power Trade Online Min: RM12

Value Trade/1Trade Online Min: RM8)

EBR – As per application form

CTA to Yes

HEAD OF BROKING/ HEAD OF RETAIL

Approved by:

Date: