



輝立資本私人有限公司

PHILLIP CAPITAL SDN. BHD. (199501033331/ 362533-U)

A Participating Organisation of Bursa Malaysia Securities Berhad,
A Trading Participant of Bursa Malaysia Derivatives Berhad,
(Capital Markets Services Licence No: eCMSL/A0233/2008)
B-18-6, Megan Avenue II,
No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia.
Tel no: (+603) 2783 0388 Fax no: (+603) 2783 0399

SHARE TRADING ACCOUNT / MARGIN ACCOUNT OPENING APPLICATION FORM

IMPORTANT NOTE:

1. Please complete all the information required in legible writing and attach details if space provided is insufficient. Any item that is not applicable must be crossed and stated as N/A.
2. Any amendment made must be clear and legible and also countersigned by the Applicant.
3. Form that is incomplete, illegible or defaced may result in the application being rejected.
4. Please read the terms and conditions before completing the form.

A. ACCOUNT/FACILITY APPLICATION DETAILS

CDS Account Type Direct Nominee

Type of Trading Account

Non Margin

- Collateralised Trading
 Discretionary Financing/ Flexi 7 Trading
 Retail Trading
 Others (Please specify):

Margin - (Credit Limit Apply: RM)

- Margin
 Others (Please specify):

B. TELL US ABOUT YOURSELF

Mr. Ms. Mdm. Others (Please specify): _____

Name/Company Name (As per registered documents) _____

I.C. No. (New) /
Company No.

Date of Birth /
Incorporation Date
(dd-mm-yyyy)

Residential Status Resident Non Resident

Nationality / Place
of Incorporation

Race Bumiputra Chinese Indian
 Others (Please specify): _____

Mother's Maiden Name Registered

Address (as per NRIC)

Postcode City State

Country

Alternative ID No.
(Old IC./Police/Army
Passport)

Gender Male Female

Marital Status Single Married Others _____

Tertiary/Professional
Qualification Yes No
Others (Please specify): _____

Correspondence Address As per registered address

Postcode City State

Country

E-mail Address

Preferred Contact No. Mobile Home
 Office Fax

C. EMPLOYMENT/BUSINESS DETAILS

Employment Status

- Salaried
 Self Employed
 Commission Earner
 Unemployed Student Housewife
 Others (Please specify): _____

Retired (For retiree, please specify last employment prior to retirement): _____

Occupation

Name of Employer

Years in Company

(YY) (MM)

Employer Address

Postcode City State

Country

Nature of Business Monthly Income (RM)

D. PARTICULARS OF SPOUSE (IF MARRIED) OR NEXT OF KIN (IF NOT MARRIED) (MANDATORY)

Name (As per registered documents)

Relationship with applicant Spouse Child
 Others (Please specify) : _____

Contact Phone No.

E. INVESTMENT ASSESSMENT ON OBJECTIVE, EXPERIENCE & ESTIMATED NETWORTH

1 Investment Objective Long term (>3 years) Medium term (1-3 years) Short term (<1 year)

2 What do you invest in & what is your investment experience(s)?

- Shares (Local) _____ Year(s) Unit Trust _____ Year(s)
 Shares (Foreign) _____ Year(s) Property _____ Year(s)
 Savings/Fixed Deposits _____ Year(s) Others _____ Year(s)
 Structured Investment _____ Year(s)
 Bancassurance _____ Year(s)

If answer includes shares, please proceed to question 3. Otherwise, please proceed to question 5.

3 How many trading account(s) do you have?

- Nil
 One (1) only
 > One (1), please state number of accounts: _____

4 Do you have any Share Margin Financing (SMF) account with other Banks/Investment Banks/Brokers?

Yes No

5 Expected source and origin of fund to be used (trading)

Salary Business Savings Family Inheritance Others (Please specify): _____

6 Estimated Networth

RM50,000 and below RM100,001 – RM500,000 RM1,000,001 – RM3,000,000
 RM50,001 – RM100,000 RM500,001 – RM1,000,000 Above RM3,000,000

7 We provide you professional service and guidance to build wealth via share investment. Trading Account services required /expectations: (Please tick more than 1 options if applicable)

	<input type="checkbox"/> Direct CDS	<input type="checkbox"/> Nominees CDS
Account Name	Under shareholder name (example Lim Leong)	Under nominee (example Phillip Capital Nominee Tempatan for Lim Leong)
IPO application	Eligible	Not eligible
Paperwork on corporate exercise	Handle by shareholder themselves	Handle by broker/banker (upon instruction with a fees charge)
Dividend	Credit to shareholder banking account directly	Credit to trust account with broker or banking account with banker
Attending AGM	Eligible	Eligible but have to get Nominee to appoint as proxy
Annual Report	Mail directly to shareholder	Have to request from Nominee
Share Transfer	Handle by shareholder themselves. Share transfer to own or relative account.	Handle by broker/banker (upon instruction with a fees charge) Share only can transfer to own account.

To enjoy extended settlement period from T+2 to T+7 at a pick up fee of 0.3%?

Yes No Not interested of the above (no further question is required to be answered)

8 What stocks categories would you be interested in?

Blue Chips For **stable long term investment**, you aim to grow your wealth with steady returns to reach your long term goals.
 Dividend Stocks For **steady income**, you are mainly looking for steady income annually so that you can keep up with the inflation rate.
 Growth Stocks For **capital appreciation**, you are willing to take higher risks for higher returns

F. FINANCIAL PARTICULARS (CORPORATE APPLICATION ONLY)

Business premises Own Rental **Nature of Business** _____

Authorised Share Capital (RM) _____ **Issued & Fully Paid up Share Capital (RM)** _____

Total Liabilities (RM) _____ as at _____

Net tangible Asset (RM) _____ as at _____

G. ACCOUNT RELATIONSHIP WITH PHILLIP CAPITAL GROUP

Do you have an existing account with Phillip Capital Sdn Bhd or subsidiaries of Phillip Capital Group? If yes, please provide the following details: Yes No

Name	Account Number

Are you a guarantor for any account or had previous record held in Phillip Capital Sdn Bhd or subsidiaries of Phillip Capital Group? If yes, please provide the following details: Yes No

Name	Account Number

Related Parties

Are you related to any employee/ director/ Dealer's Representative of *Phillip Capital, or is there any employee/ director/ Dealer's Representative of *Phillip Capital who holds 5% or more shareholdings in your corporation? If yes, please provide the following details

Yes No

Name	NRIC Number	Relationship

Do you have any related persons/ corporations that maintain accounts with *Phillip Capital? (Related persons include spouse, partner, partnership, partner's spouse, companies under your control and/or spouse's control. Corporations are deemed related where a corporation is the holding company or subsidiary of another corporation or is a subsidiary of the holding company of another corporation). If yes, please provide the following details:

Yes No

Name	NRIC Number	Relationship

*Phillip Capital herein refers to Phillip Capital Group and its wholly-owned subsidiaries.

H. CHARGES FORM & CONTRACT NOTE DELIVERY OPTION

I hereby acknowledge the following charges and fees: -

Documents/Activities

Stamping/Other Fee (RM)

<input type="checkbox"/> Original Letter of Offer / Supplemental Letter of Offer	_____
<input type="checkbox"/> Facility Agreement	_____
<input type="checkbox"/> Memorandum of Charge	_____
<input type="checkbox"/> CDS A/C Opening Fee	_____
<input type="checkbox"/> Administration, Activation and Miscellaneous Fee	_____
<input type="checkbox"/> Others	_____
TOTAL:	=====

() I enclose a _____ (Bank) cheque for RM _____ (Cheque No. _____)

Unless otherwise specified herein, PCSB's charges exclude any current taxes and future taxes that may be imposed (including the Sales & Service Tax ("SST")), under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, Phillip Capital Sdn Bhd will be entitled to recover such taxes from me/us.

All **contract notes** shall be made available via online trading platform. Should you required physical copy of contract note, please indicate " J " at the following:

I required the physical copy of contract note to be deliver to my address as mentioned above.

I. STRUCTURE WARRANT RISK DISCLOSURE STATEMENT

- This statement is provided to you in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad (" Rules of Bursa Securities").
- The purpose of this statement is to inform you that the risk of loss in purchasing structured warrants can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants, you should be aware of the following:
 - 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;
 - In order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry dates;
 - Under certain conditions, it may become difficult to sell the structured warrants;
 - 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 structured warrants;
 - Placing of contingent orders, such as "stop-loss" or "stop-limit" orders will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; and
 - The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
- This brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. You should therefore carefully study the Terms and Conditions of any structured warrant before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of a structured warrant, you should consult your broker.

J. DECLARATION BY APPLICANT

- 1 I/We confirm that all information given above is true and accurate. I/We have not withheld any material fact or information and authorise Phillip Capital Sdn Bhd (362533-U) (hereinafter called "PCSB") to verify the information from whatever source PCSB considers appropriate.
- 2 I/We hereby consent and authorise PCSB to verify with and/or disclose to any party PCSB deems fit including but not limited to the Central Credit Unit of Bank Negara Malaysia (BNM), the Central Credit Reference Information System of BNM and/or any authority or body established by BNM, any information concerning or relating to me/us whether financial or otherwise, for any purpose which PCSB deems fit.
- 3 I/We hereby declare and agree that any data/information (including personal data) relating to or arising from or in connection with my/our application hereunder and also information pertaining to my/our affairs whether hereunder or otherwise on this application may be held, used and disclosed by PCSB for the purpose of processing this application.
- 4 I/We hereby authorise and permit PCSB to provide any information concerning me/us, this application, my/our present and future accounts and facilities, products and/or services from/with PCSB, to any financial institutions granting or intending to grant any credit facilities to me/us, any credit bureaus, any relevant authority(ies), body(ies), person(s) or agency(ies) as may be authorised by law to obtain such information or establishment by Bank Negara Malaysia (BNM), any other financial institutions or establishments to facilitate the execution of instruction(s) given by me/us in respect of the credit accounts, products and/or services from/with PCSB, security parties (including guarantor), and PCSB's auditors, lawyers, and/or agents.
- 5 I/We acknowledge and agree that PCSB may retain, for the benefit of PCSB and without any obligation to account to the me/us, any interest PCSB receives from my/our monies deposited in the trust account (the "Client's Monies") maintained by PCSB in accordance with Capital Markets and Services Act 2007. Subject to the foregoing, PCSB may from time to time, pay such interest as it may determine to me/us in relation to such Client's Monies after taking into account any withholding tax and any administrative expenses incurred by PCSB in maintaining the trust account and I/we agree and acknowledge that any interest paid by PCSB to me/us may be less than that received by Bank.
- 6 I/We hereby confirm that none of my/our spouse(s), parents, children, brothers, sisters, their spouses and/or their financial dependents and/ or our agents and guarantors are in the employment of PCSB or its subsidiaries or are related to a director, officer or employee of PCSB or its subsidiaries. I/We undertake to inform PCSB immediately if any such relationship is established/ intended to be established.
- 7 I/We acknowledge and declare that I/we have received a copy of the STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me.
- 8 I/We acknowledge and declare that as an investor of PCSB, I/we will not be covered by the compensation fund specified under Section 158 of the Capital Markets and Services Act 2007 (CMSA). The compensation fund does not extend to investors who have suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of PCSB. If I/we suffer monetary loss in the above circumstances, I/we may lodge a complaint with PCSB (details as below).

Phillip Capital Sdn Bhd (199501033331 / 362533-U)
Block B – Level 18 – Unit 6, Megan Avenue 2,
No.12, Jalan Yap Kwan Seng,
50450 Kuala Lumpur
Email: whistleblowing@phillipcapi.com.my

If I/we am/are not satisfied with PCSB's decision, I/we may refer the case to with Securities Industry Dispute Resolution Center (SIDREC) within 180 days from the date you receive the response from PCSB.

Securities Industry Dispute Resolution Center (SIDREC)
Unit A-9-1, Level 9, Tower A,
Menara UOA Bangsar No. 5,
Jalan Bangsar Utama 1, 59000 Kuala Lumpur
Tel: 03-2282 2280 Fax / Fax: 03-2282 3855
Email: info@sidrec.com.my

K. PDPA DISCLOSURE CLAUSE

I/We hereby further give consent and authorise PCSB to disclose any information concerning me/us, my/our affairs and/or facilities, accounts, products and/or services for the purposes of strategic alliances, cross selling, marketing, and promotions, to other departments and/or units within PCSB, other companies in the Phillip Capital* and/or its agents and third parties (excluding information relating to my/our affairs or accounts) as PCSB may deem fit.

For avoidance of doubt, the consent given herein shall supersede all prior/previous consent(s) given by me/us to any other entities within Phillip Capital
 Yes No

*Phillip Capital herein refers to Phillip Capital Group and its wholly-owned subsidiaries.

(Applicable to Corporate Application)

We hereby declare and warrant that we have obtained and/or shall obtain consent from our officers, employees, authorised signatories, directors, individual shareholders, individual guarantors, individual security providers, suppliers /vendors and/or related parties (if applicable) to process their personal data for the purposes of this application.

L. TAX RESIDENCY STATUS - COMMON REPORTING STANDARD ("CRS") & FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

Please consult your tax, legal and/or other professional advisers if you have any question on or in relation to CRS and FATCA, the Regulations and the information requested in this form.

CRS

Part 1: Country/Jurisdiction of Residence declaration

I/ We represent and declare that I am/we are the Controlling Person:

- Malaysia tax resident (Part 2 not required to fill) Malaysia & Non-Malaysia tax resident (Please proceed to complete Part 2)
 Non-Malaysia tax resident (Please proceed to complete Part 2)

Part 2: Non-Malaysian Taxpayer Identification Number declaration

Please declare the countries & the respective Taxpayer Identification Number(s) that you/the Controlling Person are a Non-Malaysian tax resident of:

Country/Jurisdiction of tax residence	Taxpayer Identification Number (TIN)	TIN not available due to (please select one, refer definition below)
		<input type="checkbox"/> Reason 1 / <input type="checkbox"/> Reason 2 / <input type="checkbox"/> Reason 3:
		(explain why TIN cannot be provided)

TIN not available due to the following reasons:

Reason 1 - The country/jurisdiction of tax residence does not issue TINs to its residents.

Reason 2 - No TIN is required.

(Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of TIN issued by such jurisdiction)

Reason 3 - No TIN because of other reasons.

Part 3: Entity Type (FOR CORPORATE APPLICATION ONLY)

- If you are a Financial Institution, please select either one of the following type of Financial Institution:
 - (a) Depository Institutions, Custodial Institution or Specified Insurance Company.
 - (b) Investment Entity (refer below for definition).
 - (c) Investment Entity located in a non-participating jurisdiction (refer below for definition).
- If you have selected Part 3(1)(c) above or you have selected in the FATCA section/supplementary form (delete where applicable) that you are a Passive NFFE (i.e. an entity whose revenue is mainly (at least 50%) derived from investment activities), please complete (a) and (b) below:
 - (a) Indicate the name of any Controlling Person (s)
 - 1) _____
 - 2) _____
 - 3) _____
 and
 - (b) Complete the Individual Tax Residency Self-Declaration Form for each of the Controlling Person (please request for the form from the sales officer)

FATCA

I represent and declare that I am a

- United State (U.S.) Person (citizen or resident of the U.S. or holder of U.S. green card or holder of U.S. passport)- **Kindly fill up Form W-9**
 Non U.S. Person

Please complete (if applicable)

- I hereby confirm that I am born in the U.S but I am not a U.S. Person. I do not have the "Certificate of Loss Nationality", because I have
 - (a) Lost this certificate, or
 - (b) Other reason, (please describe) _____ I hereby confirm that my residential place is in Malaysia & the only address I have for correspondences is P.O. Box/ "in-care-of" address

Indicate of the Entity's Category (FOR CORPORATE APPLICATION ONLY)

Select one of the following:		FATCA statuscode (For PCSB Use Only)
<input type="checkbox"/> Non-United States government entities		C
<input type="checkbox"/> Non-United States central bank		C
<input type="checkbox"/> Public listed entity (non-FI) that is regularly traded on Bursa Malaysia or another stock exchange outside the United States, including its subsidiaries		D
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from its core business activity (other than investment activities) <u>Declaration:</u> <input type="checkbox"/> An entity, out of United States, engaged in an active business other than that of a financial institution		F
<input type="checkbox"/> Financial institutions (FI) outside United States FATCA Classification (Refer to Form W8-BEN-E): _____	If selected, please complete Form W-8BEN-E	G-T
<input type="checkbox"/> The entity is incorporated/organised in United States: Please select one of the categories: <input type="checkbox"/> Specified U.S. person (Refer to Form W9) <input type="checkbox"/> Non specified U.S. person (Refer to Form W9)	If selected, please complete Form W-9	A B W (if W9 is NOT completed)

<p>(con't)</p> <p><input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from investment activities</p> <p>Declaration:</p> <p><input type="checkbox"/> An entity, out of United States, engaged in business other than that of a financial institution</p> <p>Please select one of the followings:</p> <p>Does the entity have substantial United States Owners?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>If "Yes" is selected, please complete Form W-8BEN-E</p>	<p>U V (if W-8BEN-E is NOT completed)</p>
<p><input type="checkbox"/> None of the above</p>	<p>Please complete Form W-8BEN-E</p>	<p>G (if W-8BEN-E is NOT completed)</p>

Declaration

I/We represent and declare that the information provided above is true, accurate and complete and I/ we have not withheld any information of myself/ ourselves. I/We understand that the term "U.S. person" means any citizen or resident of the United States.

I/We hereby consent to and authorise PCSB, or any of its affiliates, including branches (collectively "PCSB") to report my/ our information to domestic or foreign authorities and/or tax authorities (where necessary) in accordance with the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I/We acknowledge that the information contained in this Form and information regarding myself/ ourselves and any reportable account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with the tax authorities of another country/jurisdictions in which I/we may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.

I/We hereby consent and agree that PCSB may withhold from my/our account(s) such amounts as may be required by domestic or foreign authorities and/or tax authority according to the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I/We hereby consent that PCSB may classify the entity as a recalcitrant account holder or non-participating foreign financial institution ("NPFFI") and/or terminate, suspend, cancel and/or recall the account(s) and/or facilities granted to the entity, in the event I/we fail to provide accurate and complete information and/or documentation as PCSB may require.

If there is any change in information provided to PCSB that makes me/us a U.S. person or recalcitrant (person who fails to comply with reasonable requests for information to determine if this account belongs to a U.S. person), PCSB has the right to terminate, suspend, cancel and/or recall my account(s) and/or facilities granted to me/ us.

I/We certify that I am/ we are the beneficial owner of all the account(s) to which this Form relates.

I/We undertake to advise PCSB within thirty (30) days of any change in circumstances which affects the status of my tax residency or causes the information contained herein to become incorrect or incomplete, and to provide PCSB a suitably updated self- certification and Declaration within thirty (30) days of such change in circumstance.

I/We undertake to notify PCSB in writing within thirty (30) calendar days if there is a change in any information which I/we have provided to PCSB.

Applicant Signature/ Authorised Signatory(ies) & Company Stamp

Signature within this box

For new specimen signature update use only

Name:

Identity No:

Date (dd/mm/yyyy):

Authorised Signatories (CORPORATE APPLICATION ONLY)

Name	Signature	NRIC/Passport No.	Designation	Phone No. (Mobile)	Email Address	Guarantor
						<input type="checkbox"/> YES <input type="checkbox"/> NO
						<input type="checkbox"/> YES <input type="checkbox"/> NO
						<input type="checkbox"/> YES <input type="checkbox"/> NO

Definition of selected terms

CRS

(a) Taxpayer Identification Number (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 individual/ entity and used to identify the individual/ 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 to individuals/ entities.

(b) Malaysia tax resident/ entity (For more, refer to the link: <http://www.hasil.gov.my>)

Definition below was extracted from Section 7 of Income Tax Act 1967

- (1) For the purposes of this Act, an individual is resident in Malaysia for the basis year for a particular year of assessment if -
- a) an individual is in Malaysia in that basis year for a period or periods amounting in all to one hundred and eighty-two days or more
 - b) an individual is in Malaysia in that basis year for a period of less than one hundred and eighty-two days and that period is linked by or to another period of one basis year for the year of assessment immediately preceding that particular year of assessment or in that basis year for the year of assessment immediately following that particular year of assessment:
Provided that any temporary absence from Malaysia -
 - i. Connected with his service in Malaysia and owing to service matters or attending conferences or seminars or study abroad;
 - ii. Owing to ill-health involving himself or a member of his immediate family; and
 - iii. In respect of social visits not exceeding fourteen days in the aggregate,
Shall be taken to form part of such period or that period, as the case may be, if an individual is in Malaysia immediately prior to and after that temporary absence;
 - c) an individual is in Malaysia in that basis year for a period or periods amounting in all to ninety days or more, having been with respect to each of any three of the basis years for the four years of assessment immediately preceding that particular year of assessment either-
 - i. Resident in Malaysia within the meaning of this Act for the basis year in question; or
 - ii. in Malaysia for a period or periods amounting in all to ninety days or more in the basis year in question; or
 - d) an individual is resident in Malaysia within the meaning of this Act for the basis year for the year of assessment following that particular year of assessment, having been so resident for each of the basis years for the three years of assessment immediately preceding that particular year of assessment.
- (1A) For the purposes of subsection (1), an individual shall be deemed to be in Malaysia for a day if an individual is present in Malaysia for part or parts of that day and in ascertaining the period for which an individual is in Malaysia during any year, any day (within subsection which(1)(a) and (c)) for which an individual is in Malaysia shall be taken into account whether or not that day forms part of a continuous period of days during which an individual is in Malaysia.
- (1B) Notwithstanding subsection (1), where a person who is a citizen and:
 - a) is employed in the public services or service of a statutory authority; and
 - b) is not in Malaysia at any day in the basis year for that particular year of assessment by reason of:
 - i. having and exercising his employment outside Malaysia; or
 - ii. attending any course of study in any institution or professional body outside Malaysia which is fully-sponsored by the employer,an individual is deemed to be a resident for the basis year for that particular year of assessment and for any subsequent basis years when an individual is not in Malaysia.

(c) Investment Entity

Any entity that primarily conducts as a business of one or more of the following activities or operations for and on behalf of their customer

- i. trading in money market instruments (cheques, bills, certificate of deposits, derivatives, etc.), foreign exchange, exchange, interest rates and index instruments, transferable securities or commodity futurestrading;
- ii. individual and collective portfolio management;
- iii. otherwise investing, administering, or managing Financial Assets or money on behalf of other persons (An investment manager/investment advisor falls under the definition of Investment Entity)

Any entity where the gross income of which is primarily attributable to investing, reinvesting or trading in Financial Assets, if the Entity is managed by another Entity which is a Depository Institution, a Custodial Institution, a Specified Insurance Company or an Investment Entity described in (a) above.

An entity is "managed by" another entity if the managing entity performs, either directly or indirectly or through another service provider on behalf of the managed entity, any of the activities or operations described in (b) above.

An entity only manages another entity if it has discretionary authority to manage the other entity's assets (either whole or in part). Where an entity is managed by a mix of Financial Institutions, NFEs or individuals, the entity is considered to be managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the Other Investment. Entity as described in (b) above, if any of the Managing Entities is such an entity.

(d) Investment Entity located in a non-participating jurisdiction

An Investment Entity (defined in (b) above) which is located in a non-participating jurisdiction. Refer to the website <https://www.oecd.org> for the countries listed as participating jurisdictions.

(e) Controlling Persons

Controlling Persons are the natural person(s) who ultimately has a controlling ownership interest (25%) in the entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the entity will be the natural person(s) who exercises control of the entity through other means. Where no natural person(s) is/are identified as exercising control of the entity through ownership interests, then under the CRS, the Reportable Persons is deemed to be the natural person(s) who hold the position of senior managing official.

FATCA

- (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
 - i. A court within the United States is able to exercise primary supervision over the administration of the trust, and
 - ii. One or more United States persons have the authority to control all substantial decisions of the trust.

- (2) Financial institutions mean any entity that:
 - i. Accepts deposits in the ordinary course of a banking or similar (depository institution), or
 - ii. Holds, as a substantial portion of its business, financial assets for the benefit of one or more other persons (custodial institution); or
 - iii. Is an investment entity; or
 - iv. Is an insurance company that is obligated to make payments with respect to, a cash value insurance or annuity contract (specified insurance company); or
 - v. Is an entity that is a holding company or treasury centre (that is part of the group of (i) – (v) as above or formed as a collective investment vehicle, mutual fund, exchange traded fund, private equity fund, hedge fund, venture capital fund, leveraged buyout fund, or any similar investment vehicle established with an investment strategy of investing, reinvesting, or trading in financial assets
- (3) Substantial United States owners mean:
 - i. With respect to any foreign corporation, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value)
 - ii. With respect to any foreign partnership, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
 - iii. In the case of a trust:
 - (a) Any specified U.S. person treated as an owner of any portion of the trust under sections 671 through 679; and
 - (b) Any specified U.S. person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust

M. FOR OFFICE USE ONLY

Authorised Signatories (FOR PCSB USE ONLY)

I confirm that based on the information obtained in connection with the opening of accounts, including any documentation collected pursuant to the KYC/AML procedures, there is no reason to know that the self-certification provided by the Customer/the Controlling Person (delete whichever not applicable) is incorrect or unreliable.

If the Customer is an Investment Entity located in a non-participating jurisdiction, I have compared its place of incorporation against the updated list of OECD participating jurisdictions and confirm the Customer has correctly certified its status as such.

**FATCA / CRS Confirmation / Acknowledgement /
Recommended by Sales Staff / Teller / Front Office Staff /
Dealer / Remisier**

**FATCA / CRS Confirmation by
Credit Admin/ Operations/ Back Office**

**Name
Designation
Branch
Date (dd/mm/yyyy)**

**Name
Designation
Date (dd/mm/yyyy)**

Required Document Checklist

Individual

- Copy of NRIC or Passport (foreigner) duly Original Sighted
- Copy of Income Supporting Documents (i.e. latest BE/EA Form or Salary Slip or Bank Statement or CDS/Stockbroker Statement)
- Application Form duly signed & witnessed
- CDS Account Form (Bursa Malaysia Depository Sdn Bhd)
- Authorisation to balance enquiry request
- Letter authorisation for direct credit facility
- Flexi 7/Discretionary Financing Additional Terms & Conditions

Corporate

- Board Resolution
- Photocopy of Directors' NRIC/Passport (if non-resident) - Original sighted
- Photocopy of guarantor' NRIC/Passport (if non-resident) - Original sighted
- Photocopy of all guarantors' latest Pay slip/Bank Statement/Saving passbook/EA/BE/CDS Statement - Original sighted
- Latest 3 months bank statements (original sighted by our Bank's Officer/CTC)
- Application Form duly signed & witnessed
- CDS Account Form (Bursa Malaysia Depository Sdn Bhd)
- Letter authorisation for direct credit facility
- Authorisation to balance enquiry request
- Product Disclosure Sheet (PDS) to be given to customer (Margin only) [Under Company Act 1965]
- CTC of Memorandum & Articles of Association/By-Laws
- CTC of Form 8 or 9 - Certification of Incorporation
- CTC of Form 13 - Change of Company Name (if applicable)
- CTC of Form 24 - Return of Allotment of Shares
- CTC of Form 44 - Notification of Situation of Registered Office
- CTC of Form 49 - Particular of Directors, Managers and Secretaries
- CTC of latest Audited Accounts [Under Company Act 2016]
- CTC of Constitution (Duly signed declaration if company does not have constitution)
- CTC of Section 14 & 15 - Application & Notice of registration
- CTC of Form 58 & 236 (2) - Notification of Appointment of First secretary
- CTC of Form under section 78 - Return of allotment of shares
- CTC of Form under section 58 - Notification of change in the Register of Directors, Managers and Secretaries

To Be Completed By Dealer's Representative / Remisier (FOR PCSB USE ONLY)

1 Client Brokerage Rate

	Brokerage Rate Below or Equal RM100,000	Brokerage Rate Above RM100,000
Offline Trading		
Online Trading		
Day Trading		

2 DEALER'S DECLARATION

How do I know Applicant Duration I have known Applicant

Applicant's Investment Style Always pays for purchases Most of the time contra
 Most of the time pays for purchases Always contra

Ability to evaluate risk in trading/investing in securities
 Good (has knowledge to evaluate risk, seeks and evaluate advice, does not trade on rumours)
 Average (some knowledge to evaluate risk, listens to rumours, but seeks advice/confirmation)
 Poor (lacks knowledge to evaluate risk, listens to rumours, acts impulsively and does not listen to advice)

Trading Limit Recommended RM

Other Relevant Information to Justify Recommendation

I hereby request PCSB to allow the above named applicant to be registered as a client of PCSB for my account and at my own risk and liabilities. As a Dealer's Representative of PCSB, I hereby confirm that all the information given herewith by the said applicant is true and correct to the best of my knowledge and belief, and where the applicant is unable to read and understand the provisions (including the rights, covenants, undertakings and obligations of the applicant/client) as contained in the application form and trading account agreement of PCSB, I have distinctly, clearly and audibly translated the same for the applicant and the applicant has appeared to clearly understand the same.

Signature of Dealer's Representative

Name
Identity No
Date (dd/mm/yyyy)

N. FOR BACK OFFICE USE ONLY

Client Code _____ DR Code _____ Client Type _____
Approved Trading Limit _____ Brokerage rate _____ Checked by _____
Approved by _____ Keyed in by _____ Date _____
Date _____ Date _____

Remarks (If any)* _____

TERMS & CONDITIONS

1. ACCOUNT OPENING, OPERATION AND MAINTENANCE

- 1.1 Account Opening: I/We hereby request and authorise Phillip Capital Sdn Bhd ("**PCSB**") to open a **Trading Account** (the "**Trading Account**") for trading in stocks, shares and other securities ("**Securities**") listed on any exchange approved by Phillip Capital Sdn Bhd ("**PCSB**") whether in Malaysia or in other countries (the "**relevant exchange(s)**") including, if necessary a securities account(s) with the Bursa Malaysia Depository Sdn. Bhd. ("Bursa Malaysia Depository") or any centralised depository or clearing agency. All dealings in Securities carried out by me/us or on my/our behalf shall be executed through PCSB or such other stockbroker as PCSB may in its discretion decide ("Stockbroker"). For the purpose thereof, PCSB shall be irrevocably authorised to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by me/us or by the Stockbroker to utilise the trading account for the purpose of settlement of all dealings in Securities (including payment of all charges, interest and penalties imposed by PCSB in connection therewith) carried out by me/us or on my/our behalf under the Trading Account.
- 1.2 Compliance with laws, guidelines, policies and procedures: I/We undertake to comply with and observe all the applicable law, by-laws, rules, regulations, orders, policies, procedures, circulars, directives and whatsoever requirements of the relevant exchange(s) on which the Securities are listed and its clearing organisation on which such transactions are executed or cleared by PCSB (and such relevant exchanges and/or regulatory and/or supervisory authorities, whether in Malaysia or overseas shall hereinafter be collectively referred to as "**the relevant authorities**").
- 1.3 Requirements: I/We further acknowledge and agree that in compliance with the applicable relevant requirements in force, PCSB may at its discretion:
- Refrain from acting until such information as required by it is furnished by me/us to it; and/or
 - Verify such information received from me/us to PCSB's satisfaction, and/or
 - Refrain from doing anything as a result of such information, which would or might, in PCSB's opinion, be contrary to any relevant requirements and/or may do anything which is in its opinion necessary to ensure compliance with such relevant requirements. PCSB shall not be liable for any loss or consequences of whatever nature arising from or due to events described in this clause.
- 1.4 CDS Account: I/We agree and undertake to open and maintain an account with Bursa Malaysia Depository ("**CDS Account**") through PCSB as Authorised Depository Agent ("**ADA**") and to pay all relevant fees and charges in respect of such account and all transactions made thereunder.
- 1.5 Nominee Service: PCSB may hold the Securities purchased by me/us (in local and/or foreign exchanges) whether directly or through a nominee or custodian and all costs associated with the holding of securities shall be borne by me/us.
- 1.6 Security Deposit: I/We undertake to pay and maintain the amount of security deposit as required by PCSB and at any time to add to the said deposit as and when required by PCSB, and further to make immediate payment against delivery of stocks, shares and/or other securities (hereinafter referred to as "**the Securities**") purchased by me/us and/or on my/our behalf and authorise PCSB to apply such payment/deposit in any manner as PCSB may in its discretion decide. I/We further undertake to pay the amount of deposit required by PCSB on purchase contracts made on my/our behalf, the balance of which, if any, shall be paid immediately on delivery of any Securities, or upon request by PCSB.
- 1.7 Telephone Orders:
- I/We agree that all orders made through the telephone shall be deemed to be confirmed without any requirement on PCSB's part to conduct any verification and/or furnish any proof of such verification and/or such order and any transactions if executed are at my/our own risk.
 - I/We agree to telephone conversations being recorded (with or without use of an automatic tone-warning device) at the discretion of PCSB and to such recordings and transcripts being used as evidence in any dispute. I/We acknowledge and agree that PCSB is not required to maintain copies of such recordings or transcripts.
- 1.8 Orders via Facsimile or Electronic mail (e-mail): I/We agree that all orders and instructions made via facsimile or electronic mail shall be deemed to be confirmed without any requirement on PCSB's part to conduct any verification and/or furnish any proof of such verification and that any transactions if executed are at my/our own risk. Further, I/we acknowledge and confirm I/we am/are aware that signatures (where applicable) on facsimile or electronic mail instruction(s) may be superimposed fraudulently or without proper authority when transmitted to PCSB and I/we shall only give PCSB instructions via these modes only if I/we agree to assume such risks. PCSB shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by me /us as a result of PCSB acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with my/our specimen signature(s). Further, I/we acknowledge that not all electronic mail(s) have a signature and PCSB is authorised to act in accordance with such instructions whether or not there is a signature(s).
- 1.9 Authority to Act: I/We agree that PCSB shall be entitled to act upon and I/we shall be bound by any notice or other communication received by PCSB and believed by PCSB to have been given or made by a person(s) authorised by me/us to PCSB in writing ("**my/our authorised personnel**") and the transaction(s) executed pursuant to such instruction(s) shall accordingly be binding on me/us. Where any instruction is ambiguous or inconsistent with any other instruction, PCSB shall be entitled either to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of PCSB believes in good faith to be the correct interpretation. I/We shall not hold PCSB liable in any way for acting on inconsistent, ambiguous or incomplete instruction(s).
- 1.10 Purported Instruction(s): PCSB shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us to PCSB over the telephone or in writing and signed or purportedly signed by me/us or my/our authorised personnel or given transmitted or purportedly given or purportedly transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by me/us or my/our authorised personnel. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely the risk of myself/ourselves for which PCSB shall not be liable.
- 1.11 Contra: I/We acknowledge that contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the discretion of PCSB and subject to the relevant requirements of the relevant exchange(s) (including foreign exchange(s), where applicable). PCSB shall not be liable for any form of loss, claim, damage, cost or expense suffered or incurred by me/us or profit or advantage of which I/We may be deprived, which arises from PCSB's refusal to allow me/us to conduct contra deal(s) regardless of whether such contra deals(s) are permitted under the rules of the relevant exchange(s).
- 1.12 Currency Conversion of monies in Account: I/We agree that PCSB shall be entitled to convert any amounts in my/our Trading Account with PCSB or otherwise standing to my/our credit to any other currency for the purpose of carrying out my/our orders and/or instructions or in the exercise of PCSB's rights and remedies under these Terms and Conditions. I/We agree that any exchange rate losses and costs of conversion shall be fully borne by me/us and that any conversion shall be at the rate(s) of exchange as quoted by or decided by PCSB.

TERMS & CONDITIONS

- 1.13 Timing of orders: I/We acknowledge and accept that when placing orders or instructions, there may be times when the quoted price(s) for Securities will change prior to the trader's execution due to market circumstances and that not all orders will be executed in chronological sequence when the order is being placed, and that PCSB shall not be liable for any losses resulting therefrom.

2. INTEREST, COSTS AND CHARGES

- 2.1 Interest: I/We undertake to pay PCSB interest in respect of any overdue amount at such rate and manner of calculation (including compounded/capitalised interest) as may be determined by PCSB at its discretion from time to time and agree that interest due subsequent to any judgment of a court shall be at a rate and manner of calculation to be specified.
- 2.2 Legal Costs and Charges: I/We declare that I/we shall be liable to pay to PCSB (and hereby undertake to do so) all legal costs, charges and expenses (on a solicitor and own client basis) together with interest thereon which PCSB may suffer or incur from time to time and/ or at any time in obtaining or seeking to obtain payment of all or part of the monies owing to PCSB and/or in the enforcement of any of my/our obligations and/or liabilities and/or in the maintenance and/or protection of its rights and/or remedies herein and/or in relation to the Trading Account(s) and/or Securities.
- 2.3 Payment: I/We undertake to pay PCSB promptly all interest, charges (including late payment charges) and costs and expenses at such rate(s) and manner of calculation as is determined by PCSB on the outstanding debit balance of my/our account and pay all relevant fees, brokerage charges and other charges, service fees, commission, costs and expenses relating to the transactions and/or Trading Account(s) (including maintenance of any Trading Account(s) which PCSB shall establish) which PCSB may impose at any time and/ or which PCSB may suffer in incur from time to time.
- 2.4 Currency conversion of monies received: I/We agree that PCSB shall be entitled to convert any sum received by it (whether to be credited into the Trading Account or in payment of any sum due to PCSB) to the currency of the Trading Account(s) with PCSB or (as the case may be) the currency in which payment is to be made, at a rate of exchange to be quoted by or decided by PCSB.
- 2.5 Taxes, Service Taxes and other taxes, levies and duties: I/We confirm that I/we shall be liable for all taxes, service taxes and all other taxes, levies and duties that may be chargeable or imposed by any authority (within and outside Malaysia) as a result of or pursuant to any transaction(s) or the Trading Account(s) or in respect of any monies payable to or received or receivable by PCSB or any expenses incurred by PCSB.
- 2.6 Withholdings: All payments shall be made to PCSB in immediately available and freely transferable cleared funds, without set-off, counterclaim or other deductions or withholdings of any nature whatsoever and shall be made free and clear of and without deduction for any present or future taxes. If any deduction or withholding is required, I/We shall pay such additional amount as is necessary to ensure that PCSB receives the full amount which it would otherwise have received had no such deduction or withholding been required. The date of receipt of any payment shall be the date when any instrument of payment is cleared and full payment is finally received
- 2.7 Settlements and Payments:
I/We agree and undertake:
- (a) To make all payments within the settlement periods as prescribed by the respective relevant exchange(s) through which the transaction(s) are transacted and/or the relevant requirements.
 - (b) In the event of a public holiday in Malaysia, I/We agree and undertake to make payment one day in advance of the prescribed settlement period in respect of foreign share trading for any outstanding purchase contract and acknowledge that payments on sale contracts can only be made to me/us on the first working day after the public holiday at the very earliest.
 - (c) PCSB shall be entitled at its discretion to offset any outstanding purchases for foreign share trading before trades on Bursa Malaysia Securities.
 - (d) All monetary transactions between me/us and PCSB, even in respect of foreign share trading, shall be in Ringgit Malaysia (RM) or such other currency as may be acceptable to PCSB and where applicable, any conversion of currency shall be at such rate of exchange as shall be quoted by or decided by PCSB.
- 2.8 Payment to Dealer's Representative: I/We acknowledge that Dealer's Representatives are not authorised to collect any payment on behalf of PCSB and that any monies delivered to the Dealer's Representative by me/us (even if by way of cheques or cashier's order in favour of PCSB) shall be at my/our own risk and PCSB shall not be responsible or liable in respect thereof.

3. GENERAL WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 3.1 I/We hereby warrant, represent and undertake to PCSB (on a continuing basis and which representations and warranties are deemed to be repeated each time an instruction is issued by me/us or and such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein and/or the termination of the Trading Account) that:
- (i) I/We have the power and the capacity to enter into, execute, deliver and perform my/our obligations under these Terms and Conditions;
 - (ii) no bankruptcy or no winding-up proceedings have commenced against me/us;
 - (iii) I/We am/are not listed as a defaulter by Bursa Malaysia Securities or any of the other relevant authorities or any credit agency(ies);
 - (iv) all particulars and information given to PCSB are true, correct and complete and shall remain true, correct and complete;
 - (v) I/We have not withheld and will not withhold any material fact or information from PCSB and shall furnish PCSB with such further additional and/or material change of information as PCSB may require at any time or from time to time;
 - (vi) no Event of Default has occurred or is continuing or would occur in consequence of me/us entering into these Terms and Conditions;
 - (vii) I/We am/are the beneficial owner of the Securities placed or to be placed with PCSB, its agents or nominees or has authority from the true owner to deal with such Securities and that such Securities are fully paid for;
 - (viii) I/We have good title to the Securities and can sell through PCSB and undertake to promptly deliver to PCSB the documents of title in respect of Securities sold by me/us or on my/our behalf; and
 - (ix) the use of the monies paid to PCSB or used in the purchase of the Securities by me/us does not contravene any laws of Malaysia.
 - (x) I/We undertake to settle immediately all sums of money due on contra losses or other monies howsoever owing under my/our Trading Account and/or to PCSB (including but not limited to all brokerages, interests and charges relating to transactions for the Trading Account and including legal fees (on a solicitor-client basis) and (without prejudice to any other rights and powers of PCSB). I/We authorise PCSB to utilise any contra profit/gain or proceeds from any sales or monies due to me/us to set-off my/our liabilities to PCSB.

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4. AUTHORISATION TO PCSB

4.1 I/We hereby agree that:

- (i) PCSB is authorised to disclose to Stockbroker (if any) information relating to me/us and the Trading Account;
- (ii) PCSB shall be entitled to assume that any requests for payment and other notices and/or instructions received by it whether from me/us or the Stockbroker are genuine and shall be under no duty to make enquiries to ensure that the instructions are in fact genuine or to enquire into the purpose for which any payment requested by the Stockbroker (if any) is required and PCSB shall not be responsible or liable for any withdrawal/debit or otherwise made by PCSB pursuant to such notices and/or instructions; and
- (iii) PCSB, the Stockbroker (if any) and their employees and agents do not hold themselves out as investment advisers. All my/our sale and purchase instructions are my/our independent decisions. PCSB shall not be liable for any loss arising from my/our trading activities or from or out of any act or omission of the Stockbroker, its agents and employees or other persons employed by PCSB or the Stockbroker in the sale and purchase of the Securities.

4.2 Authority to Sell Out or Buy In: I/We authorise PCSB to sell out or buy in such Securities as may be required to settle my/our outstanding position with PCSB and I/we undertake to indemnify PCSB against any and all losses in the event I/we fail to comply with the requirements set out in Clauses 1.6 (Security Deposit), and 3 (General Warranties, Representations And Undertakings) and/or any other relevant provisions hereof.

4.3 Authority to Deal with Securities: Without prejudice to any other provision herein, I/we further authorise PCSB to deal with Securities bought for me/us or on my/our behalf (whether or not in any account) for which I/we have not paid in any manner PCSB deems fit. The amounts realised by the exercise of this action shall be applied against my/our liabilities in such order of priority as PCSB may in its discretion determine. I/We further authorise PCSB to withhold and/or deal with as PCSB deems fit all or any of the Securities purchased and paid for by me/us in my/our Trading Account or other account until the full and final settlement of any and/or all losses in my/our Trading Account or other account. PCSB is hereby authorised to report my/our delinquent debts and/or disputed accounts owing to PCSB to any of the relevant authorities, including any pertinent particulars as may be so required.

4.4 Consent to Bursa Depository: I/We agree and consent to the disclosure by Bursa Malaysia Depository to PCSB, and to such agents, service providers and sub-contractors of PCSB as informed by PCSB to Bursa Malaysia Depository, of information or documents relating to my/our affairs and in particular relating to my/our Trading Account. This consent shall be valid until revoked by me/us and I/we release Bursa Malaysia Depository from any loss or liability arising from or in connection with this authorisation.

4.5 Authority to check on CDS Account and disclose to my/our Dealer's Representative: I/We agree that as an ADA of Bursa Malaysia Depository, PCSB is hereby irrevocably authorised:

- (i) to make enquiries and/or to request and receive ad-hoc statements of account in respect of my/our CDS Account maintained with PCSB as and when PCSB shall see fit and/or deem necessary in PCSB's discretion; and
- (ii) to disclose to my/our Dealer's Representative (whether present or in future appointed by me/us), information in relation to my/our Trading Account and/or account(s) with PCSB (including other entity within the group) and details of transactions entered into by me/us as well as shareholdings held beneficially or owned by me/us (including but not limited to viewing, making balance enquiries and/or requesting and receiving statements of account).

5. POWER OF PCSB

5.1 Right to Reject Application: I/We agree that my/our application herein is subject to the approval of PCSB and PCSB reserves the right to reject my/our application or impose such conditions and/or restrictions as PCSB may deem fit without giving any reasons therefor.

5.2 Right to Refuse: I/We agree that PCSB shall have the right at any time to refuse any orders made by me/us or limit the purchases or sales ordered by me/us.

5.3 Right to Suspend or Close Account: I/We agree that PCSB may at any time at its discretion impose restrictions on or suspend or close the Trading Account without giving any reason therefor.

5.4 Right to Debit/Credit Account: In addition, and without prejudice to any of the above, I/we expressly, unconditionally and irrevocably authorise PCSB:

- (i) to debit my/our account with PCSB, including but not limited to my/our Trading Account or Designated Settlement Account, with all or any amounts due or owing from me/us whether arising from or in respect of Securities purchased by me/us and/or contra losses incurred by me/us and/or all other monies payable by me/us to PCSB from time to time howsoever arising (and including for future and contingent liabilities);
- (ii) to credit my/our account with PCSB, including but not limited to my/our Trading Account or Designated Settlement Account with all sale proceeds and all dividends received by PCSB in respect of my/our Securities.

5.5 Payments to me/us: I/We agree that PCSB shall make payment(s) to me/us in the manner stipulated in these Terms and Conditions or in any manner as I/we shall from time to time stipulate. In addition, PCSB shall have the right to determine whether interest shall be paid to me/us on such payment(s) and/or whether to withhold such payment(s) pending settlement of amounts due or owing from me/us to PCSB and/or its agents or whether to deduct such amounts from the payment(s) to be made to me/us.

5.6 Price Cap: I/We agree that PCSB shall impose a price cap (fixed price) on any Securities at any time for purposes of computation of the trading limit and/or any components thereof;

5.7 Trading limit: PCSB shall have the right where trading limit is granted,

- (i) vary its valuation of the Lien/Pledged Securities from time to time; and
- (ii) request for additional and/or substituted security or recall the Trading Account if at any time PCSB considers the security given to be inadequate.

5.8 Restrict/reject the purchase/sale: I/We agree that PCSB shall restrict/reject the purchase/sale of any particular Securities or the number of Securities that may be purchased/sold.

5.9 I/We agree that PCSB reserves the right to, in the event of my/our demise or becoming mentally incapacitated, to immediately or at any time thereafter, force-sell and/or liquidate the Securities and set-off any amount owing to PCSB based on collateral lien/pledged in the account

6. LIEN

- 6.1 Lien: I/We agree that PCSB shall have a lien on all the following for all losses from time to time incurred by me/us under the Trading Account and all other monies of any kind or nature whatsoever from time to time hereafter howsoever due (actual or contingent) or outstanding from or owing or payable by me/us to PCSB (including but not limited to all losses from time to time incurred by me/us under any one or more of my/our other accounts with PCSB): -
- (i) all shares and other securities (including but not limited to the Securities) from time to time deposited in or credited to my/our CDS Account in relation to or for the purpose of my/our Trading Account;
 - (ii) all shares and other securities from time to time deposited in or credited to all other CDS accounts now and from time to time hereafter opened by me/us with PCSB as ADA; and
 - (iii) all monies now and hereafter standing to my/our credit with PCSB under my/our Trading Account as well as all monies whatsoever now and hereafter from time to time standing to my/our credit with PCSB under all my/our other accounts with PCSB from time to time.
- 6.2 PCSB's right to dispose of Securities: I/We agree that PCSB shall be entitled, and is hereby irrevocably authorised, from time to time and at any time or times, subject to it having first given to me/us at least seven (7) market days' prior written notice of its intention to sell or dispose of my/our Securities, to sell, transfer, assign or otherwise dispose of all or any of my/our Securities at such time or times, at such price and in such manner as PCSB at its discretion deems fit and to apply the proceeds of such sale, transfer, assignment or disposal (after deduction therefrom of all costs and expenses incurred in such sale, transfer, assignment or disposal) in or towards satisfaction of the losses from time to time or at any time incurred by me/us under the Trading Account or any other account and/or other monies whatsoever from time to time hereafter due from or owing or payable by me/us to PCSB. For the avoidance of doubt, PCSB shall not be responsible for any losses or claims arising (whether directly or indirectly) from such action.
- 6.3 Right of set off: I/We agree that PCSB shall also be entitled, and is hereby irrevocably authorised, from time to time and at any time or times, without any prior or further notice to me/us to combine and consolidate all the account(s) and set off the whole or any part or parts of the losses from time to time incurred by me/us under my/our Trading Account or any other account and/or any other monies whatsoever from time to time hereafter due from or owing or payable by me/us to PCSB against the monies now or hereafter standing to my/our credit with PCSB (whether under this Trading Account or under any other account I/we may from time to time have with PCSB) and any other monies then held to my/our order by PCSB (whether placed in a trust account/settlement account or not).
- 6.4 Right to withhold Securities and monies: I/We agree that PCSB shall be entitled so long as any monies are outstanding from or owing or payable by me/us to PCSB under the Trading Account or any other account with PCSB or in respect of or in relation to any transaction or contract whatsoever effected or executed by PCSB for me/us or on my/our behalf or there is a debit balance in my/our Trading Account or other account(s) with PCSB, to restrict withhold or refuse to allow the transfer or withdrawal by me/us of all or any of the shares and other Securities and/or all or any part of the monies on which PCSB has a lien as aforesaid.
- 6.5 No encumbrance: I/We agree and undertake with PCSB that so long as any monies are outstanding from or owing or payable by me/ us to PCSB under the Trading Account or any other account with PCSB or in respect of or in relation to any transaction or contract whatsoever effected or executed by PCSB for me/us or on my/our behalf or there is a debit balance in my/our Trading Account or other account(s) with PCSB, I/we will not pledge, charge, assign, hypothecate or otherwise howsoever create or allow to arise any encumbrance, security interest or any other interest or claim over the shares and other securities and monies on which PCSB has or is entitled to a lien as aforesaid.
- 6.6 No obligation: I/We agree that, notwithstanding anything to the contrary express or implied in or by this Agreement or any other document or by law or otherwise, PCSB shall not be obliged to exercise its rights under Clause 6.2 (PCSB's right to dispose of Securities) and Clause 6.3 (Right of set off) above, which said rights are in addition and without prejudice to PCSB's other rights, power and remedies under or pursuant to or in connection with this Agreement and all other rights, powers and remedies to which PCSB is from time to time or at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 6.7 Contingent or future liabilities: I/We agree that in so far as any liabilities to PCSB are contingent or future liabilities, PCSB's liability to me/us in respect of the sum(s) standing to the credit of any of my/our account(s) and all other payment(s) due from PCSB shall to the extent necessary to cover such liabilities, be suspended, until the happening of the contingent or future event and such sum(s) is, in the discretion of PCSB, applied in satisfaction of the liabilities.
- 6.8 Liquidation in the Event of Default: I/We agree that if an Event of Default occurs or is threatened against me/us, I/we authorise PCSB, with prior notice to me/us, to realise and liquidate any of the Securities and monies in Clause 6.1 (Lien) above, to the extent permitted by applicable law or regulatory requirements and/or to set-off the same (and/or the proceeds of sale thereof) in and towards satisfaction of the liabilities (whether in whole or in part).

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7. PLEDGE OF SECURITIES (APPLICABLE TO NOMINEES CDS ACCOUNT ONLY)

- 7.1 Where a Trading Limit is granted, all the Securities held on my/our behalf under the Trading Account, whether purchased before or after the Trading Limit is granted ("Pledged Securities"), shall be charged to PCSB as security agent for itself and the Stockbroker as continuing security for the payment or discharge of all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time hereafter be due, owing or incurred by you to PCSB and/or the Stockbroker. For the purpose thereof, all the Pledged Securities shall be held in a pledged securities account of PCSB.
- 7.2 PCSB shall be entitled and authorised from time to time and at any time or times to sell or otherwise dispose of all or any of the Pledged Securities at such time or times, at such price and in such manner as PCSB and/or the Stockbroker deem fit and to apply the proceeds of the Pledged Securities after deduction there from of all costs and expenses incurred in such sale or disposal towards the reduction of any outstanding amounts due from you to PCSB and/or the Stockbroker as PCSB may in its discretion determine without being liable to you for any loss incurred or depreciation in the value of the Securities.
- 7.3 PCSB reserves the right at any time and from time to time to require me/us to furnish additional security and/or to substitute any existing security. All costs incurred thereto shall be borne by me/us.
- 7.4 PCSB reserves the right to allow withdrawal of any part of the Securities in the Trading Account subject to the following terms:
- (i) in the case of Pledged Securities, with the prior written approval of PCSB three (3) business days prior notice is given to PCSB;
 - (ii) the withdrawal would not breach any terms and conditions governing the Trading Account; and
 - (iii) fee payment prescribed by PCSB and/or the Bursa Malaysia Depository from time to time in connection therewith and further bear all costs of such withdrawal. For the avoidance of doubt, Securities withdrawn from the Trading Account shall not be capable of being dealt with under the Trading Account.

8. SECURITY

- 8.1 If we are a company, PCSB may require a Joint and Several Guarantee from all of our directors ("the Guarantee") to secure the payment of all sums owing from time to time by us under the Trading Account.
- 8.2 PCSB shall be authorised (with notice) to apply any credit balance (whether or not then due) which is at any time held by PCSB at any office of PCSB under any type of account either solely in your name or held jointly with another person(s) in or towards satisfaction of all or any of the monies, obligations and liabilities which may now or at any time in the future due owing or contingent under the Trading Account.

9. ADDITIONAL PROVISIONS IN RELATION TO FOREIGN SHARE TRADING

9.1 Foreign Relevant Requirements:

Where the relevant exchange(s) is overseas: -

- (i) I/We hereby agree that PCSB may, if it so decides, assign the execution of my order(s)/instruction(s) to a corresponding broker or other agent or custodian of PCSB's choice (all of whom will be referred to herein as "Foreign Agent"); and
 - (ii) In the event of any conflict between the foreign relevant requirements and the Terms and Conditions herein, then the terms and conditions herein shall be modified and/or superseded only to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect; and
 - (iii) I/We hereby irrevocably authorise PCSB and/or its Foreign Agent to take any action (including without limitation disclosure of information) or refrain from taking any action as it/they consider appropriate for the purpose of complying with the foreign relevant requirements, and neither PCSB nor its Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result, thereof.
- 9.2 Foreign exchange: Where a transaction involves foreign markets or foreign exchanges, I/we agree that PCSB shall not be responsible for any currency fluctuation that arises from trading in foreign shares. I/We acknowledge and agree that there are risks associated with dealing in multiple markets and I/we further confirm that PCSB shall not be responsible for the decision taken by me/us to trade in shares in foreign markets or exchanges.
- 9.3 Trading Days or Trading Hours:
- (a) I/We acknowledge that my/our ability to trade in foreign shares may be restricted to days and/or hours when Bursa Malaysia Securities is open for trading. This means that I/we may be unable to trade in foreign shares when the Bursa Malaysia is closed for trading notwithstanding that the relevant exchange on which I/we wish to trade may be open for trading. PCSB may at its discretion (but is not obliged to), subject to the relevant requirements, increase PCSB's trading days and/or trading hours from time to time. PCSB shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by me/us or profit or advantage of which I/we may be deprived, which arises from the restricted trading days and/or trading hours of PCSB and my/our inability to trade in foreign shares when PCSB is not open for trading notwithstanding that the relevant foreign exchange may be open for trading.
 - (b) In addition, I/we acknowledge that should I/we wish to make an order/instruction whilst the relevant foreign exchange is open for trading but outside PCSB's trading days and/or trading hours, I/we may be unable to book/place an order or instruction with or communicate with PCSB or my/our Dealer's Representative or there may be delay before PCSB or my/our Dealer's Representative actually accesses my/our order instruction or communication and processes my/our order or instruction or communication and executes the trade, as result of which I/we may incur losses or damages. I/We agree that PCSB and its Foreign Agent shall not be liable for any such losses or damages (whether direct or indirect) or profit or advantage of which I/we may be deprived.
 - (c) I/We acknowledge that I/we am/are aware that trading in foreign shares is possible only during trading hours which are governed by the prevailing rules of Bursa Malaysia Securities and that there may be delays in stock quotes and execution of orders via the Foreign Agent (e.g. correspondent broker). I/We agree that neither PCSB nor any of its officers, agents (including the Foreign Agent) or employees shall be liable for the accuracy, completeness and timeliness of the information provided to me/us or execution of my orders and/or instruction(s). I/we further agree that neither PCSB nor any of its officers, agents (including the Foreign Agent) or employees shall be liable for any decision made by me/us or action taken by me/us (including without limitation any order(s) or instruction(s) by me/us) in reliance upon the information provided or for any delays or any interruption of any data or information unless it is caused by fraud, gross negligence or wilful default of PCSB.

10. INDEMNITY AND LIABILITY

10.1 I/We agree to at all times fully and effectively indemnify PCSB and keep PCSB indemnified and hold harmless from and against all actions, liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands and proceedings whatsoever which may be taken against or incurred or sustained by PCSB directly or indirectly from or by reason of or in relation to or arising from or in connection to my/our Trading Account or any other account with PCSB, including but not limited to any infringement of intellectual property rights and I/we shall pay and reimburse the same to PCSB on demand at any time or from time to time. The right of indemnity conferred upon PCSB herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of my/our Trading Account or any one of my/our account with PCSB and shall be binding upon my/our heirs, personal representatives, executors/ administrators, successors-in-title and/or permitted assigns.

11. EXCLUSION OF LIABILITY

11.1 PCSB shall not be liable for:

- (i) any loss or damage incurred or suffered by me/us from any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities;
- (ii) any loss or damage (whether direct or indirect) arising from any failure to receive or delay in receiving any order, instruction or communication issued by or for behalf of me/us (for whatsoever reason) nor for any delay, omission or interruption in transmission of any order or instruction through any equipment, systems, telecommunication networks or any other means; or
- (iii) any loss or damage incurred or suffered by me/us if the performance of PCSB's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

12. NOTICES

12.1 I/we agree to notify PCSB in writing of any change in my/our address, facsimile number, electronic mail address and mobile phone number.

12.2 Anything whatsoever that PCSB sends to me/us may be:

- (i) delivered by hand to my/our address as stated in the account opening application form or to such other address as may be last known to PCSB;
- (ii) sent by pre-paid ordinary post to my/our address as stated in the account opening application form or to such other address as may be last known to PCSB;
- (iii) sent by facsimile transmission to my/our facsimile number last known to PCSB;
- (iv) sent by electronic mail to my/our electronic mail address last known to PCSB;
- (v) sent by Short Message Service (SMS) to my/our mobile phone number last known to PCSB;
- (vi) given by posting on PCSB's website; and
- (vii) given by insertion in any statement of account which PCSB may send to me/us

12.3 Anything whatsoever that PCSB sends to me/us will be deemed to have been received by me/us, that is, regardless of whether I/we have actually received whatever PCSB sends:

- (i) at the time of delivery at my/our address, if delivered by hand;
- (ii) forty-eight (48) hours after posting, if sent by pre-paid ordinary post and if I/We can show that whatever PCSB sent was properly posted and correctly addressed to the Borrower;
- (iii) at the time the facsimile transmission is completed;
- (iv) at the time the electronic mailing is completed;
- (v) at the time the sending by short message system (SMS) is completed;
- (vi) at the time of posting on PCSB's website; and
- (vii) at the time the statement of account is deemed to have been received by me/us.

12.4 PCSB's rights under these Terms and Conditions are not to be affected by any failure on my/our part to notify PCSB of any change in my/our address, facsimile number, electronic mail address or mobile phone number.

12.5 I/We agree that PCSB also has the right to serve on me/us any notice in connection with the Trading Account or the Security by advertisement in any one daily newspaper and such notice will be deemed to have been served on the me/us on the day the advertisement appears in the newspaper regardless of whether the me/us have actually seen the advertisement.

13. CHANGE OF PARTICULARS

13.1 I/We undertake to inform PCSB immediately in writing of any change of my/our particulars given herein.

14. EVENTS OF DEFAULT

14.1 Events of default: PCSB shall be entitled to declare an event of default if any one or more of the following events have occurred or subsists:

- (i) In the event any of the representations, warranties, declarations and/or statements made by me/us is or becomes or is discovered to be incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated;
- (ii) If I/we admit to PCSB my/our inability to or my/our intention not to, perform any of my/our obligations hereunder or in any other agreement entered into with PCSB and/or any other loan, debenture, mortgage or agreement with any party;
- (iii) If any of my/our assets are transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation or seized, nationalised, expropriated or compulsorily acquired by any government or agency or if a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of my/our securities and/or properties;
- (iv) If I/we fail to perform any of my /our obligations and/or undertakings hereunder and do not remedy such failure within such time period as may be specified by PCSB [and where such failure arises in relation to any outstanding obligation, an event of default shall be deemed to have occurred if such default is not remedied within a time period stipulated by PCSB];
- (v) If I/we fail to observe and/or perform (whether by commission or by omission) any of the Terms and Conditions herein and/or in any other document relating to trading and/or the Trading Account and/or if an event of default occurs under another document;
- (vi) If I/we or any of our affiliates or related corporations enter into any composition or arrangement with or for the benefit of my/our creditors;
- (vii) If any resolution is passed or a petition is presented against me/us for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of my/our assets or if execution or any form of action is levied or taken against any of my/our assets;

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- (viii) In the event I/we is/are an individual person, if a bankruptcy order is made against any of us or a bankruptcy petition is presented against me/us (or any of us) and/or if I/we (or any of us) dies or becomes insane;
- (ix) if the I/We, or any Security Party, commits a default in any loan, facility or similar arrangement with any person (including PCSB) which gives the right to the creditor concerned (including PCSB) to demand repayment of the loan, facility or arrangement before its due date, to withdraw the loan, facility or arrangement, or to enforce the security for the loan, facility or arrangement;
- (x) if the I/We, or any Security Party, is blacklisted pursuant to the Dishonoured Cheques Information System (DCHEQS) guidelines or any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over PCSB; and
- (xi) any legal (whether civil or criminal), arbitration or administrative proceedings or action is instituted or taken against me/us which in the opinion of PCSB might have a material adverse effect on the Borrower.

14.2 Consequences: Upon the occurrence of any one or more of the events of default, PCSB shall not be obliged to carry out any orders and/or instructions and/or transactions given by me/us and PCSB shall be entitled to exercise any one or more of the rights, powers and remedies available to it, including (but without limitation) to sell the Securities and to utilise the proceeds to fully settle and pay (including interest and late charges, where applicable) all whatsoever monies owing by me/us to PCSB in respect of the Trading Account and/or the account(s) and/or transactions.

15 TERMINATION

15.1 PCSB may without giving any reason terminate my/our Trading Account by giving twenty-one days (21) days' notice to me/us, whereupon the Trading Account shall be cancelled and all amount due to PCSB shall be payable forthwith upon demand.

16 VARIATION OF TERMS AND CONDITIONS

16.1 The terms and conditions herein are subject to PCSB's period review and any subsequent changes thereto may be made at PCSB's discretion and such changes will be notified to me/us by giving twenty-one days (21) days' notice.

17 DISCLOSURE OF INFORMATION

17.1 I/We irrevocably consents to and authorises PCSB and its officers and employees to disclose and furnish all information concerning my/our particulars and affairs (financial or otherwise), account details, relationship with PCSB, the terms of agreement and any other matters relating me/us or my/our business and operations to the following classes of persons in such manner and to such extent as PCSB at its discretion may consider necessary:

- (i) PCSB's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of PCSB (PCSB together with the aforesaid related/associated companies are collectively referred as "Phillip Capital Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Phillip Capital Group shall be for facilitating the operations, businesses, cross-selling and other purposes of PCSB and/or the Phillip Capital Group provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by me/us upon written notification to PCSB;
- (ii) any person for or in connection with any action or proceeding taken to recover monies due and payable by me/us to PCSB;
- (iii) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
- (iv) other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia/Association of Islamic Banks in Malaysia;
- (v) Central Credit Reference Information System, Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
- (vi) PCSB's accountants, auditors, lawyers, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to PCSB and the Phillip Capital Group;
- (vii) PCSB's service providers, nominees, agents, contractors or third party service providers engaged by PCSB and its related or associated companies to carry out PCSB's functions and activities;
- (viii) any entity which PCSB deems fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Trading Account and/or by me/us;
- (ix) any external party as may be required for any corporate exercises/due diligence activities undertaken by PCSB and/or the Phillip Capital Group;
- (x) any party which in the future may express intention to acquire an interest/shareholding in PCSB/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between PCSB and such parties; and
- (xi) any other persons or entities with my/our prior consent.

17.2 I/We hereby agree to such disclosure and confirm that PCSB, Phillip Capital Group, its officers and employees shall not be liable for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these Terms and Conditions.

18 CURRENCY OF TRADING ACCOUNT

18.1 All sums of money herein offered and to be received by PCSB shall be in Ringgit Malaysia (RM) or any such currency as may be determined by PCSB from time to time

19 PROVISION FOR JOINT FACILITY ACCOUNT

19.1 If the Facility Account is offered to more than one person, the liability of each of us under the Facility Account shall be joint and several notwithstanding the CDS Account being maintained on behalf of only one of us. PCSB is authorised to act on instructions from any one of us regarding the operation of the Facility Account. In the event of the death of any one of us, subject to the rights of force-selling and set-off of PCSB herein, the survivor(s) shall be authorised to withdraw any credit balances in the Facility Account.

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20 REVIEW

- 20.1 The Trading Account is subject to review by PCSB from time to time and PCSB expressly reserves the right to terminate the Trading Account at any time by notice at its discretion.

21 INDEPENDENT LEGAL ADVICE

- 21.1 It is advised to seek independent legal advice before executing this Application Form and any of the documents in relation to the Trading Account/Facility.

22 TERMS AND CONDITIONS TO PREVAIL

- 22.1 In the event that the terms and conditions (or any supplements thereto) conflicts with any other document executed in relation to the Trading Account, these Terms and Conditions (as supplemented) shall prevail.

23 SUCCESSORS BOUND

- 23.1 All of the undertakings, covenants and the Terms and Conditions herein shall be binding on my/our heirs, successors, executors, administrators and personal representatives.

24 WAIVER

- 24.1 No failure or delay on the part of PCSB in exercising or omission of PCSB to exercise any right, power, privilege, discretion or remedy occurring to PCSB under these Terms and Conditions upon any default on my/our part shall impair any such right, power, privilege, discretion or remedy be construed a waiver thereof or an acquiescence in such default, or shall action by PCSB in respect of any default or any acquiescence in such default affect or impact any right, power, privilege, discretion or remedy of PCSB in respect of any other or subsequent default.

25 SEVERABILITY

- 25.1 If any of these Terms and Conditions herein or any part thereof is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms shall not in any way be effected or impaired.

26 GOVERNING LAW

- 26.1 The terms and conditions herein shall be governed by the laws of Malaysia and I/we hereby agree to submit to the jurisdiction of the courts of Malaysia.

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