



**بي ايم سيكوريٲيس سنڊيرين برحد**

**BIMB SECURITIES SDN BHD (290163-X)**

A Participating Organisation of Bursa Malaysia Securities Berhad  
Full Fledged Shariah Stockbroking Company in Malaysia

Address : Level 32, Menara Multi-Purpose, Capital Square, No.8, Jalan Munshi Abdullah, 50100 Kuala Lumpur.  
Tel No. : 03-2613 1600 (15 Lines) Fax No. : 03-2613 1799 (General), 03-2691 8986 (Dealing)  
Website : www.bimbsec.com.my

FOR OFFICE USE ONLY											
CLIENT CODE											
RMR/DLR CODE											

**TRADING ACCOUNT APPLICATION FORM - INDIVIDUAL**

INSTRUCTIONS TO COMPLETE THIS APPLICATION FORM

- Please read and understand the terms and conditions carefully before completing the form.
- Please complete all the information required in BLOCK LETTERS and attach details if space provided is insufficient. Incomplete Form may result in your application being rejected by BIMB Securities Sdn Bhd ("BSSB").
- Any amendment made must be legible and counter signed by the Applicant.
- Please ensure that your signature(s) in this application form is the same as your signature that appears on the specimen signature card of Bursa Malaysia Depository Sdn Bhd.
- BSSB reserves the right to reject the application without assigning any reason thereto.

TYPE OF ACCOUNT		FOR OFFICE USE	
<input type="checkbox"/> Trading Account	<input type="checkbox"/> Margin Account/Credit Limit Applied For: RM _____	<input type="checkbox"/>	
APPLICANT'S VERIFICATION BY DEALER'S REPRESENTATIVE (DR)			
<input type="checkbox"/> Non Face-To-Face	<input type="checkbox"/> By DR Code _____	<input type="checkbox"/>	
FATCA/CRS-SELF CERTIFICATION			
This section is designed to collect information pursuant to the requirements of Foreign Account Tax Compliance Act (FATCA) of the United States of America (US) and Common Reporting Standard (CRS) regulations by The Organisation for Economic Co-operation and Development (OECD) on foreign account holders.			
a) Are you a US Person for tax purposes under the US IRS Regulation? If yes, please complete form W-8BEN and W-9 issue by IRS of US	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	
b) Do you have citizenship, permanent resident status or tax resident status outside Malaysia?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	
If yes, please state the name of the country (ies) and Tax Identification Number(s), if available:			
Citizen	Permanent Resident	Country of Tax Resident	Tax Identification No. (TIN)

Resident is defined under the Financial Services Act 2013:

- A citizen of Malaysia excluding a citizen who has obtained permanent resident status in a country or territory outside Malaysia and is residing outside Malaysia; or
- A Non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia
- For citizen of United States of America (US), please complete form W-8BEN and W-9 issued by the Internal Revenue Service (IRS) of the US.

Tick (/) whichever appropriate

**SECTION A: APPLICANT'S PARTICULAR**

**FOR OFFICE USE**

Salutation : \_\_\_\_\_

Name of Applicant :   
*(as per NRIC/Passport/Registration document)*

New NRIC/Passport/Registration No. :  Old NRIC :

Date of Birth :

Nationality :  Malaysian  Others: \_\_\_\_\_ Residential Status :  Resident  Non-Resident

Gender :  Male  Female Race :  Malay  Chinese  Indian  Others

Resident Address :   
City:  State :   
Postcode :  Country :

Property :  Owned  Rented  Others (please specify): \_\_\_\_\_

Mailing Address :   
*(if differs from above)*  
City:  State :   
Postcode :  Country :

Home Telephone No.:  Mobile Phone No.:

E-mail Address :

Facebook/Instagram/Twitter Account :

**SECTION B: PARTICULARS OF SPOUSE (IF MARRIED) OR NEXT OF KIN (IF NOT MARRIED)**

Name :   
*(as per NRIC/Passport/Registration document)*

Relationship with Applicant :  Spouse  Next of Kin (please specify): \_\_\_\_\_

New NRIC/Passport/Registration No. :  Date of Birth :

Name and Address of Employer/Firm :   
City:  State :   
Postcode :  Country :

Home Telephone No.:  Mobile Phone No.:

E-mail Address :

**SECTION C: EMPLOYMENT DETAILS**

Employment Status :  Employed  Self-Employed  Retired  Others (please specify): \_\_\_\_\_

Employee of LTH Group :  Yes  No

Name of Employer/Firm :   
*(if retired, please provide the last Employer)*

Company/Business Registration No. :   
*(for self-employed, if any)*

**SECTION C: EMPLOYMENT DETAILS (Continued)**

FOR OFFICE USE

Nature of Business :

Office/Business Address :

City:  State :

Postcode :  Country:

Office Telephone No. :  Fax No. :

Occupation/ Designation :

Years of Employment :  years  months

**SECTION D: FINANCIAL, INVESTMENT AND OTHER INFORMATION**

a) **Bank Reference** (bank accounts maintained in Malaysia only, **NO** joint account is allowed)

BANK	BRANCH/ ADDRESS	ACCOUNT TYPE (SAVINGS/CURRENT/OTHERS)	ACCOUNT NO.

b) **Annual Income** :  ≤ RM30,000  RM30,001-RM60,000  RM60,001-RM120,000  
 RM120,001-RM180,000  RM180,001-RM300,000  > RM300,000

c) **Estimated net worth (Assets-Liabilities)** :  ≤ RM50,000  RM50,001-RM200,000  RM200,001-RM500,000  
 RM500,001-RM1,000,000  RM1,000,001-RM3,000,000  > RM3,000,000

d) **Source of Wealth/Funds to be used for Trading**:  Savings  Salary  Business/Investment Income  
 Rental Income  Inherited Wealth  Others: \_\_\_\_\_

e) **Investment Information** :

1. Investment Objective :  Short Term <1 year  Long Term >3 years  Dividend Income  Capital Growth

2. Risk Tolerance :  Conservative  Moderate  Aggressive

3. Trading Knowledge :  Beginner  Intermediate  Advance

4. Do you have any Trading/Margin Account with other Brokers?  Yes  No  
 (If Yes, please specify as per below table)

NO.	NAME OF BROKER	BRANCH/ADDRESS	ACCOUNT TYPE (TRADING/MARGIN)

5. Are you related to any Directors or employee or Dealer's Representative of BSSB?  Yes  No  
 (If Yes, please specify as per below table) Related person means spouse, children, parent and siblings

NO.	NAME OF DIRECTORS/EMPLOYEES/DR	RELATIONSHIP	NRIC/REGISTRATION NO.

f) **Other Information** :

**Political Exposed Person ('PEP')**

Are you or your immediate family member(s) or relative(s) holding or previously held or actively seeking a position or is being considered for a prominent public position?  Yes  No  
 (If Yes, please specify as per below table)

NO.	NAME OF THE PERSON	RELATIONSHIP	OCCUPATION	NRIC	EMPLOYER/ COUNTRY

PEPs include Head of State, Head of Government and Ministers, Senior Judicial Officials, Heads and other high-ranking Officers holding senior positions in armed forces, Members of ruling Royal families with governance responsibilities, Senior Executives of state-owned corporations and Senior Officials of major political parties.

**SECTION E: SERVICES**

FOR OFFICE USE

**a) Online Trading Facility**

I would like to apply for Online Trading via BISONline:

Yes  No

Login ID (EBC ID) :

To obtain Login ID (EBC ID), please sign up at [www.bisonline.com.my](http://www.bisonline.com.my)

**b) e-Contract Notes and e-Statement Delivery Option**

I hereby acknowledge that BSSB will no longer be providing physical contract notes and statement to me therefore I hereby request the contract notes and statements to be delivered:

by e-mail  BISONline

For Applicant who has not registered with BISONline, please access/downloads the contract notes and statements at Applicant's personal e-mail as filled in Section A.

For Applicant who has registered with BISONline, please access/download the contract notes and statements at BSSB's Internet site at [www.bisonline.com.my](http://www.bisonline.com.my)

**c) Payment Instruction**

I hereby request BSSB to pay all types of payments due to me, including but not limited to sale proceeds and contra gains net of bank charges, if any, and release BSSB from all liabilities of whatsoever nature arising from this application, in the following manner:

To issue cheque payable to me  e-Payment – credit directly into my bank account as filled in Section D  
Please provide a copy of Applicant's Passbook or latest Bank Statement for verification purposes.

The above request, if approved, shall remain in force until further notice in writing by Applicant provided always that BSSB shall be entitled to with or without prior written notice to Applicant and at its sole and absolute discretion vary any of the above mode or manner of payment to Applicant.

**SECTION F: DECLARATION BY APPLICANT**

By signing this Account Application Form, I hereby declare/agree/consent/undertake that:

1. I am not below 18 years old and of sound mind.
2. I have not been adjudicated or declared a bankrupt and have not committed and have no knowledge of any bankruptcy petition presented against me in any court of competent jurisdiction.
3. All information given in this Application Form is true and correct and that I have not willfully withheld any material facts or information.
4. I undertake to furnish you with such additional particulars and information you may require at any time and from time to time and undertake to notify BSSB of any change of particulars or information provided by me in this Application Form. I declare and agree that my application herein is subject to your approval and you are absolutely entitled to reject my application or imposed any conditions or restrictions you may deem fit without giving any reasons therefore.
5. I also acknowledge that I have received, read and understood the Terms and Conditions for Client's Trading Account; and agreed to comply with and be bound by the said Terms and Conditions and any amendments which is available at BSSB's website.
6. I have read and understood the Terms and Conditions stipulated upon signing-up the BISONline System and I clearly understand and accept the Terms and Conditions as contained therein.
7. I hereby give my consent to receive e-Contract Note and e-Statement to be delivered to the email or retrieved/download from BSSB's website.
8. I acknowledge and agree that e-Payment facility is only applicable for own bank accounts maintained in Malaysia only and the third party beneficiary is strictly prohibited. I agree to bear all charges associated with the cheque issuance including the cheque processing fee or interbank transfer fee. BSSB will deduct any prescribed bank charges from my trading account to effect the net payment via the e-Payment Facility.
9. I consent, confirm and agree that BSSB or its representative is authorized to verify and/or make any checks and/or obtain any credit information and/or confirmation, or disclose or give any credit information with or from or to any credit reporting agencies (pursuant to Credit Reporting Agencies Act 2010), including but not limited to CCRIS, FIS, RAMCI and/or any other agencies and/or from any financial institution, any other governmental or regulatory authority or entity to whom BSSB is under any obligation whether Malaysian or foreign entity to make disclosure on the client(s) and/or any other person, individual and/or entity or for any purposes which BSSB deems at any time appropriate and relevant to its business. This consent or authority is also applies to the provision in Personal Data Protection Act 2010 (PDPA) and Foreign Account Tax Compliance Act (FATCA), Common Reporting Standard Rules (CRS) or any other laws that shall be passed from time to time in respect of similar matter.
10. Pursuant to the Rules of Bursa Malaysia Securities Berhad (Bursa Securities), I do solemnly declare that the dealings in securities in respect of the trading/share margin account(s) shall be carried out:

For me as principal

For and on behalf of party(ies) set out below, from whom, through whom or on whose behalf the securities are to be dealt with:

**SECTION F: DECLARATION BY APPLICANT (Continued)**

Name of Party(ies) Concerned : \_\_\_\_\_  
 (Principal Account Holder)  
 NRIC/Passport/Authority Card No. : \_\_\_\_\_  
 Registered Address : \_\_\_\_\_

I acknowledge and am aware of the consequences of non-compliance with the Rules of Bursa Securities to disclose information and provide documents in relation to any dealing in respect of the Trading Account and shall bring notice to the principal account holder of the obligation and the consequences of the breach of the Rules of Bursa Securities which include refraining/suspending me and/or the principal account holder from trading and/or effecting any trading in securities with Bursa Securities. I shall also agree to be bound by any other terms and conditions to be imposed from time to time by Bursa Securities in relation to the directive herein and shall notify the principal account holder accordingly.

And I make this solemn declaration conscientiously believing the same to be true.

Authorised Signature: _____	*Witness Signature : _____
Name : _____	Name : _____
NRIC/Passport No. : _____	NRIC/Passport No. : _____
Designation : _____	Designation : _____
Date : _____	Date : _____

*Note: The witness must either be a licensed dealer's representative, a Commissioner for Oaths, a Notary Public or authorized officer of BSSB*

**DOCUMENT CHECKLIST (PLEASE TICK THE BOXES WHERE APPLICABLE)**

The following attached documents certified by Client are correct and accurate, and BSSB may request for more documents whenever necessary. The Client also understand that all documents submitted are non-returnable.

For Trading Account Application

- A certified true copy of Applicant NRIC/Passport; and
- A certified true copy of Staff ID Card (for employee of LTH Group)
- A certified true copy of latest 1 month salary slip; or
- A certified true copy of latest tax assessment form (Form BE); or
- A certified true copy of latest 1 month bank statement/passbook

For Margin Account Application

- A certified true copy of Applicant NRIC/Passport; and
- A certified true copy of latest 3 months salary slip; and
- A certified true copy of latest 3 months bank statement/passbook ; or
- A certified true copy of latest tax assessment form (Form BE)

**TO BE FILLED IN FOR NON-FACE-TO-FACE CLIENT BY DR**

- Verification Method For Non-Face-To-Face Client :
- Confirmed with HR of Client's Employer
  - Video Conference
  - Others
  - Received & Encash Personal Cheque ≥ RM100
  - Confirmed with BIMB Holdings Berhad Group

Remarks : .....

.....

Verified By,

.....  
 Name:  
 NRIC/Passport No.:  
 Date:

**DECLARATION BY DEALER'S REPRESENTATIVE**

Recommended by Dealer's Representative

To : The Directors  
BIMB SECURITIES SDN BHD (290163-X)

I hereby request that the abovementioned applicant to be registered as a client of BSSB and open a trading and/or share margin account for the said applicant. As a Dealer's Representative of BSSB, I hereby confirm the existence of the applicant and declare that all information given herein by the abovenamed applicant is true, complete and correct to the best of my knowledge and after conducting effective Customer Due Diligence ("CDD")/Know Your Client ("KYC") and Enhanced Customer Due Diligence ("ECDD").

Where the applicant is unable to read and understand the terms and conditions as contained in the application form, I have distinctly, clearly and audibly translated the same for the applicant in to the language/dialect which is the language/dialect understood by the applicant, and the applicant has appeared to clearly understand the same.

I hereby confirm, acknowledge and agree that this request shall be conditional and subject to all terms and conditions contained in the Account Application Form, and as amended or supplemented by subsequent correspondences, if any and any Agreement between BSSB and myself.

Signature of Dealer's Representative,

Signature of Witness,

.....  
Name:  
NRIC/Passport No.:  
Date:

.....  
Name:  
NRIC/Passport No.:  
Date:

Recommended Initial Trading Limit (RM) : \_\_\_\_\_

**DECLARATION BY MARKETING/TRADING REPRESENTATIVE**

Recommended by Marketing/Trading Representative

To : The Directors  
BIMB SECURITIES SDN BHD (290163-X)

I hereby request that the abovementioned applicant to be registered as a client of BSSB and open a trading and/or share margin account for the said applicant. As a Marketing/Trading Representative of BSSB, I hereby confirm the existence of the applicant and declare that all information given herein by the abovenamed applicant is true, complete and correct to the best of my knowledge and after conducting effective Customer Due Diligence ("CDD")/Know Your Client ("KYC") and Enhanced Customer Due Diligence ("ECDD").

Where the applicant is unable to read and understand the terms and conditions as contained in the application form, I have distinctly, clearly and audibly translated the same for the applicant in to the language/dialect which is the language/dialect understood by the applicant, and the applicant has appeared to clearly understand the same.

I have made the following disclosures to the applicant as follows:-

- a) I am carrying out referral and marketing activities on behalf of BSSB; and
- b) I have informed the applicant that I'm not allowed to give advice or provide recommendation in relation to the regulated activity.

I hereby confirm, acknowledge and agree that this request shall be conditional and subject to all terms and conditions contained in the Account Application Form, and as amended or supplemented by subsequent correspondences, if any and any Agreement between BSSB and myself.

Signature of Marketing/Trading Representative,

Signature of Witness,

.....  
Name:  
NRIC/Passport No.:  
Date:

.....  
Name:  
NRIC/Passport No.:  
Date:

Recommended Initial Trading Limit (RM) : \_\_\_\_\_

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Trading limit Recommended (RM) : \_\_\_\_\_

Justification: (if insufficient space, please use separate sheet)  
.....

Document furnished in support of application and trading limit:  
.....

CLIENT TYPE :  BROKERAGE TYPE :

CDS ACCOUNT NO. :    -    -

CDS ACCOUNT NAME :

CLIENT TYPE :  Low Risk       High Risk       PEP

VETTING :  UN Consolidated List       NCCT List

Additional Information for Share Margin :  Bankrupt       Not Bankrupt/Discharged Date

REMARKS : .....

.....

PROCESSED BY	APPROVED BY	DATA ENTRY	CHECKED BY	REVIEWED BY
..... DATE:	..... DATE:	..... DATE:	..... DATE:	..... DATE:



**TERMS AND CONDITIONS FOR CLIENT'S TRADING ACCOUNT**

Please read thoroughly to understand the Terms and Conditions stated below:

1. The Client as muwakkil (principal) by signing to open an account for trading in Securities (which shall have the meaning assigned to it under the Capital Markets and Services Act, 2007 (CMSA)) under the account name set out in the Account Application Form (hereinafter referred to as "Client's Account") hereby appoints BIMB Securities Sdn Bhd (hereinafter referred to as "BSSB") as wakil (agent) under the Shariah contract of Wakalah to act on Client's behalf to trade in the Bursa Malaysia Securities Berhad (hereinafter referred to as "Bursa Securities") or other approved stock exchanges as per agreed Terms and Conditions.
2. All transactions for the Client's Account(s) shall be governed by and construed in accordance with the laws of Malaysia and subject to all relevant Securities Laws, which definition includes, CMSA, the Securities Industry (Central Depositories) Act 1991 (SICDA), Securities Commission (Amendment) Act 2007, any subsidiary legislation made under those laws, the Constitution, rules, regulations, by-laws, customs, levies and usages of the Bursa Securities, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Securities Clearing Sdn Bhd or other regulatory body 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 BSSB is permitted to deal on the Client's behalf whether in Malaysia or elsewhere.
3. Written confirmation of contracts entered into and all statements of account for the Client's Account(s) issued by BSSB inclusive via electronic means shall be final and conclusive proof of the status of the Client's Account(s) including the Client's indebtedness to BSSB if not objected to by the Client in writing within two (2) market days after the same is deemed to have been received by the Client. The term 'market day' means a day on which the stock market is open for trading in securities.
4. In dealings which take place on the Client's behalf, time shall be of the essence. Because of the physical restraints on the order flow of the Bursa Securities' and rapid changes of the securities prices there may, on occasions, be a delay in placing orders or in dealing. In such a case, the Client accepts that BSSB may not always be able to trade at the prices quoted at any specific time or "at best" or "at market". The Client agrees in any event to accept and be bound by dealings which take place on Client's behalf and that BSSB shall be under no liability for any loss which is incurred as a result of reliance by BSSB of any instruction to BSSB by the Client's appointed Dealer's Representative whichever applicable whose name and particulars are stated in the Declaration by Dealer's Representative in/annexed to the Account Application Form herein or of transactions which take place for and on behalf of the Client.
5. Any and all monies and or securities and/or all other property belonging to the Client in BSSB's custody or control from time to time (Client's Property) or in which the Client has an interest, held or carried in the Client's Account (either individually or jointly with others) shall be subject to a general lien in favour of BSSB for the discharge of all and any indebtedness and other obligations of the Client to BSSB. The Client shall not be entitled to withdraw any monies or securities held by BSSB pending the repayment in full to BSSB of any indebtedness of the Client to BSSB. BSSB shall be entitled and authorized to retain, apply, sell or dispose of all or any of the Client's property if any such obligation or liability is not discharged in full by the Client when due or demand and BSSB shall be under no duty to the Client as to the price obtained or any losses or liabilities incurred or arising in respect of any such sale or disposal.
6. The Client shall make payment on the due date and time for Securities purchased on the Client's behalf regardless whether these Securities are suspended from trading subsequent upon such purchase, failing which, BSSB reserves the right to dispose of the same at any time without any further reference to the Client at any price and on such terms and conditions as BSSB deems fit. BSSB shall not be responsible for any loss or damages which the Client may incur or suffer by reason of such disposal and the Client shall be liable for all contra-losses arising therefrom.
7. The Client undertakes that for any Securities sold by the Client and/or sold on the Client's behalf, the Client will ensure that the Securities are available in the Client's Securities account created and maintained by BSSB or its nominees under the SICDA whether or not such securities account is a Pledged Securities Account designated under Section 40 of the SICDA (CDS Account) on the due dates. In the event the Client fail to comply, the Client understands that BSSB will effect a 'buying-in', in accordance with the trade delivery and settlement system established under the respective exchanges Rules, the Securities required to clear out position with BSSB and the Client undertake to indemnify BSSB for all losses incurred in such event.
8. The Client shall pay BSSB all and any losses, charges, penalties, fees, fines, debts, ta'widh, damages, expenses and cost (including solicitors' fees on a full indemnity basis) of whatever nature which BSSB may at any time or from time to time sustain, incur or suffer by reason or as a consequence of or arising in any way out of or in connection with or incidental to the opening and operation of the Account(s) for the Client; and/or any default by the Client in the due and punctual payment of any sum of any kind or nature whatsoever owing or payable by the Client to BSSB pursuant to the Account(s) and/or any matters whatsoever arising from this Terms and Conditions.
9. All payment shall be made or caused to be made in favour of "BIMB Securities Sdn Bhd" only. BSSB accepts the following mode of payments:-
  - a) if the payment is in the form of cheque or banker's cheque, the Client shall state clearly on the reverse side of the cheque the Client's name, Account(s) number and nature of the payment and BSSB shall not be held liable for any cheque(s) that may be lost, misplaced or misappropriated;
  - b) if the payment is by way of telegraphic transfer or by way of direct deposit of monies into the bank account of BSSB, it shall be the responsibility of the Client to ensure the amount is adequate and notice is given to BSSB regarding the effecting of such payment and such notification shall include the telegraphic transfer confirmation slip, the bank-in slip, the Client's name, Account(s) number and nature of the payment e.g. contract number and such particulars as may be necessary to allow BSSB to identify the purpose for which the payment is made. BSSB shall not be held liable for any payment effected by way of telegraphic transfer or direct deposit of monies into the bank account of BSSB that may be erroneously credited into a third party's account or unaccounted for;

## INDIVIDUAL ACCOUNT APPLICATION FORM

- c) In making payment online or by any other mode of payment that may be made available to the Client from time to time the Client shall comply with any further terms and conditions, instructions or requests for information as required. It shall be the responsibility of the Client at all times to ensure that information required to effect such payment shall be accurately provided to BSSB, failing which, it shall be the responsibility of the Client to ensure that BSSB is provided with the necessary details to effect such payment. BSSB shall not be held liable for any errors howsoever and whatsoever occurring and/or any payment effected online or by any other mode of payment that may be erroneously credited into a third party's account or unaccounted for.
10. All buying and selling of securities by the Client through BSSB shall be in the Client's own name or as permitted under the Securities Laws. The Client shall not trade under the name of fictitious persons or operate another Client's Account by using other person's name and only trade as the beneficial owners of such securities or as authorized nominees as defined under the Rules of Bursa Malaysia Securities Berhad.
11. The Client agrees that the Client's Account will be subject to conditions imposed or to be imposed by BSSB, including without limitation credit limits imposed on the trading activities of the Client and/or the Dealer's representative assigned to the Client. The Client agrees that the trading credit limit allocated to him is the sole discretion of BSSB. BSSB shall have the right to allow any transaction exceeding the trading credit limit at any time as it deems appropriate and in the event the outstanding position or sum owed by the Client to BSSB exceeds the said trading credit limit, the Client agrees to accept full liabilities of the outstanding position and undertakes to settle the sums owed until full satisfaction.
12. The client acknowledges and agrees that the Shariah-compliant securities held, purchased or pledged is subject to the reclassification of Shariah Status Risk in the periodic review of the securities by the Shariah Advisory Council of Securities Commission (SACSC). If this occurs, BSSB will not allocate any trading credit limit on Shariah non-compliant securities pledged and the Client agrees to settle the sums owed relating to the Shariah non-compliant securities.
13. BSSB reserves the rights, without notice to the Client, to combine, consolidate, or merge all or any of the Client's Account(s) with the outstanding balances with BSSB or its subsidiary(ies) and BSSB may set off or transfer any sum available in any such accounts towards the satisfaction of any of the Client's liabilities to BSSB.
14. The Client hereby agrees to pay ta'widh (compensation) to BSSB on all overdue outstanding amounts in the Client's Account based on the "annual average for overnight weighted rate" of Islamic Interbank Money Market (IIMM) of the preceding year or such other prescribed rates as approved by SACSC and Shariah Advisory Committee of BSSB (SAC-BSSB) or other competent Shariah authorities, provided always that the said ta'widh rates or such other prescribed rate may be varied by the SACSC and/or SAC-BSSB from time to time and upon receipt of notice on the variation thereof, the ta'widh shall be applied in such manner as approved by the SAC-BSSB.
15. The Client shall at all times ensure that all provisions pursuant to Anti-Money Laundering & Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA) be complied with in all transactions or matters whatsoever and howsoever arising whether directly or indirectly with BSSB and covenants to provide BSSB with all documents, private or official, as and when requested by BSSB for purposes of identification to the satisfaction of BSSB in a timely manner. In no event, shall BSSB or companies within BSSB be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of BSSB's exercise of its statutory duties under AMLATFPUAA for the time being in force.
16. The Client consents, confirms and agrees that BSSB or his representative is authorized to verify and/or make any checks and/or obtain any credit information and/or confirmation, or give any relevant information with or from or to any credit reporting agencies (pursuant to the Credit Reporting Agencies Act 2010), including but not limited to CCRIS, FIS, RAMCI and/or any other agencies and/or from any financial institution, any other governmental or regulatory authority or entity to whom BSSB is under any obligation whether Malaysian or foreign entity to make disclosure on the client(s) and/or any other person, individual and/or entity or for any purposes which BSSB deems fit at any time. This consent and confirmation also applies to the provision in Personal Data Protection Act 2010 (PDPA), Common Reporting Standard (CRS), and Foreign Account Tax Compliance Act (FATCA) or any other laws that shall be passed from time to time in respect of similar matter.
17. The Client hereby agrees, consent and acknowledges that BSSB will conduct Non Face-To-Face Verification to verify the Client's identity and authenticity of the application through but not limited to one (1) or more of the followings method:
- obtain confirmation of the Client's identity from an independent source, for example, by contacting the human resources department of the Client's employer on a listed business number to confirm his employment;
  - receive and encash a personal cheque of the Client for an amount of not less than RM100, where the name appearing on the cheque and the signature of the Client on the cheque must match the name and signature of the Client in the account opening application form;
  - initiate face-to-face contact with the Client through an electronic mode including a video conference facility; or
  - obtain confirmation of the Client's identity and relevant details of the Client from another entity within the Participating Organisation's Group which has previously verified the Client's identity in accordance with such entity's standard operating procedures and ensure that the details of the Client obtained from such other entity match the information in the Client's account opening application form.
18. The Client hereby agrees that any monies deposited with BSSB which has not been operated in whatever manner by the Client for a period of not less than two (2) years shall be treated in accordance with the provision of Unclaimed Money Act 1965 (Amendment) 2002.
19. These Terms and Conditions shall survive any changes or successions in BSSB's business and shall be binding upon the Client's personal representatives, receiver or trustee whether in bankruptcy or otherwise.

INDIVIDUAL ACCOUNT APPLICATION FORM

20. Notwithstanding anything herein contained, BSSB reserves the right to:
- a) close, cancel or suspend the Client Account(s) with BSSB at any time for any reasons whatsoever without recourse by the Client;
  - b) realize any collateral deposited with BSSB; and/or
  - c) utilize any credit balances in the Client's Account(s) to settle outstanding balances in any other accounts of the Client with BSSB or with any other subsidiary or associate of BSSB without any notice or reference to the client.

21. The Client authorizes the designated Dealer's Representative or any other Dealer's Representative assigned to the Client as the Client's representative to handle the Client's Account(s) from time to time for the purpose of carrying out any one or more of the following:

- a) to collect from BSSB any cheques, monies and/or any other form of payment in respect of monies payable by BSSB to the Client;
- b) to carry out all and any other matters (administrative or otherwise) relating to the Account(s); and
- c) to request for transfer of securities to any account(s) which the Client is the beneficial owner or to request withdrawal of monies in trust which is made payable to the Client;
- d) to effect and/or make payment to BSSB for Securities purchased by the Client through BSSB.

Notwithstanding of the above, the Client is entitled to substitute and appoint from time to time any other Dealer's Representative with the same or limited authorities.

22. The Client agrees that BSSB shall be entitled to rely solely on the Dealer's Representative's confirmation of the transactions executed for the Client and/or under the Client's Account 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.

Notwithstanding the above, the Client shall not hold BSSB responsible for any loss, damage, or mishandling caused by the said designated dealer's representative so assigned.

23. The Client shall indemnify BSSB and/or its authorized agents against any and all expenses (including but not limited to solicitors fees on a solicitor and client basis), liabilities, claims and demands arising or which may arise as a result of the foregoing provisions or out of anything lawfully done by BSSB and/or its authorized agents in connection with any transaction which takes place for and on behalf of the Client through the Client's Account(s) including without limitation for breach of any of the agreements, undertakings and covenants herein. The right of indemnity of BSSB 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 Account(s).

24. Memorandum of Deposit (for collateralized trading only)

In consideration of BSSB at Client's request to allow or continue to allow the Client to operate the account(s) at BSSB for the purpose of dealing in securities to such extent as BSSB at its absolute discretion determines from time to time, The Client hereby agrees the following provisions hereinafter set out shall apply on a continuing basis to all such transactions:

- a) The Client acknowledges, agrees and declares that securities which are now or may at any time hereafter be in the possession of, or held in the name of, or to the order of, or deposited with, or lodged with, or transferred to, BSSB or registered in its name or its nominee's name, BIMSEC Nominees (Tempatan) Sdn Bhd/BIMSEC Nominees (Asing) Sdn Bhd, by the Client or on the Client's Account by the Client or by others in the name, or for the account of the Client, whether for collection, negotiation, security or for any specific purpose or generally and whether in Malaysia or elsewhere, are and shall be a continuing security for the due payment and satisfaction of any debts, contra losses, charges or sums owing by the Client to BSSB and the satisfaction of all liabilities, present or future, absolute or contingent (including liabilities as surety or guarantor) and the ultimate balance thereof, for which the Client is now or may at any time hereafter be or expressed to be indebted or liable to BSSB at any of its branches or offices, whether in Malaysia or elsewhere, on any account or in any manner whatsoever, and whether alone or jointly and/or severally with any other person or persons and in whatever name or style;
- b) BSSB shall not be held liable for any loss to the said securities;
- c) It is not the responsibility of BSSB to register the said securities for any dividends payments, rights and bonus issues, any other entitlements or other scheme of arrangements and BSSB shall not be held liable for the non-collection of such dividends payments, rights and bonus issues, any other entitlements or other scheme of arrangements;
- d) The Client agrees to pay such fees and charges as BSSB may from time to time prescribes in consideration of BSSB's accepting, maintaining and providing the account and all expenses paid or incurred by BSSB in respect thereto and BSSB may deduct any amount due to BSSB from any monies received by BSSB for the Client;
- e) Any statement(s) in respect of the account(s) shall be conclusive against the Client if not objected to in writing within seven (7) days after the said statement(s) is/are posted or delivered to the Client by mail or otherwise;
- f) The Client confirm that a seven (7) working days' notice in writing shall be given by the Client to BSSB for the closure of the account or any transfer(s) of the said securities;
- g) BSSB is at liberty to close the account at any time and to require the Client to pay to BSSB all dues on the account or otherwise owing in any manner to BSSB before returning to the Client the said securities;

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- h) BSSB is hereby authorized to divulge information regarding the said securities held in the account upon request by the Bursa Securities and/or any regulatory body as required by law or otherwise;
  - i) The Client agrees to indemnify and save BSSB, harmless against all claims, actions, proceedings and demands which may be brought against arising out of BSSB's accepting, maintaining and providing the account and/or holding, disposal and transferring the said securities or anything lawfully done hereunder.
25. Failure on the part of BSSB to insist at any time upon strict compliance with any of these Terms and Conditions or any continued course of such conduct on the part of Client shall in no event constitute or be considered a waiver generally or specifically by BSSB of any of the rights or privileges of BSSB.
26. 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 BSSB, execute a formal agreement relating to the same.
27. The parties hereto hereby agree that:
- a) Any notice or demand or other documents may be sent by registered/ordinary post to the Client's address as stated in the Account Application Form hereto or the Client's last known address (deemed to have been received two (2) calendar days after the date of posting) or by transmitting the same to the Client's email address/facsimile number as stated in the Account Application Form or the Client's last known email address/fax number (deemed to have been received by the Client immediately) upon successful of the transmission thereof notwithstanding mechanical or electronic failure or any reasons whatsoever) or by publishing such notices or documents in the designated forum provided in the online Service (if applicable) wherein shall be deemed received by the Client immediately upon the date of publishing thereof;
  - b) All notices or documents including any change in the Client's address sent by Client to BSSB shall be in writing and sent by ordinary/registered post or delivered to BSSB at its then prevailing place of business (deemed received by BSSB when BSSB had in fact received the same) or transmitted via facsimile or through the designated forum provided in the online Service) deemed received by BSSB when BSSB has actual notice of the same respectively.
28. e-Contract and e-Statement Consent

The Client hereby agrees, consent and acknowledges that:

- a) to receive e-Contract Note and e-Statement to be delivered to the email or retrieved/download from BSSB's website;
  - b) All e-Contract or e-Statement shall be deemed to have been duly delivered and received by Client, when it is sent by BSSB to the email address provided herein and/or any other email address provided by Client by writing from time to time or access in the BSSB's website;
  - c) In the event BSSB website is not accessible due to the disaster or whatsoever reason not attributed by BSSB, the Client will not hold or cause BSSB responsible for such failure and hereby confirm and agree to accept delivery of the said e-Contract Note and e-Statement via email or failing which via postal service or facsimile or any other form of communication available at such time unless otherwise notified in writing;
  - d) The electronic transmission passes through the software or infrastructure proprietary and/or in the possession or control of a third party independent vendor and BSSB makes no representation or warranty, express or implied or statutory of any kind or manner in respect of any of the aforementioned entities' software or infrastructure, and shall not be liable for any claim or demand howsoever arising from or relating to the relevant entity and/or their respective software or infrastructure;
  - e) The electronic transmission and processes is subject to risk of electrical, electronic, technical, computer-related faults and breakdowns, faults with computer software, problem occurring during data transmission, computer security threats such as viruses, hackers and crackers, fires, acts of God and/or any other events beyond the control of BSSB. The Client therefore agree that BSSB shall not in any way be liable for any loss, liability, expenses, damages or claims whatsoever arising from or relating thereto;
  - f) There may be an annual fee chargeable for the e-Documents services provided by BSSB and the Client consent such fees are chargeable to the Client's account. The Client also confirm that the email address provided herein are correct and valid, and if there is any changes or dispute, the Client agrees to inform BSSB expeditiously as possible or not later than the next market day and will not have any claims against BSSB for any failure or any mistake in the said e-Contract Note and e-Statement.
29. e-Payment Facility consent
- The Client hereby acknowledges and agrees that:
- a) e-Payment Facility is only applicable for own banks accounts maintained in Malaysia only. Third party beneficiary is strictly prohibited;
  - b) BSSB will deduct any prescribed bank charges from the Client trading account to effect the net payment via the e-Payment Facility;
  - c) In the event of any invalid/inaccurate account details provided by the Client resulted in payment being credited into a third party bank account, the payment made thereto is deemed as full payment of sales proceed/withdrawal of trust/contra gains/other by BSSB. BSSB shall not in any way be liable for any loss, liability, expenses, damages or claims whatsoever arising from or relating thereto.

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30. Online Trading Facility (BISonline)

The Client hereby declares, agrees and acknowledges that:

- a) The Client have read the Terms and Conditions stipulated upon signing-up the BISonline System and clearly understand and accept the Terms and Conditions as contained therein;
  - b) To allow the CDS balances be uploaded to the BISonline System and understand that sales order can only be executed where the shares are available under Client's portfolio. Should the shares be transferred in from other accounts; the Client undertakes to provide the information to BSSB's staff to verify the shares availability in the Client's account for same day trade;
  - c) To inform Dealer's Representative on orders entered earlier via BISonline System before requesting for Dealer's Representative to enter orders for buying or selling via normal trading system. BSSB shall not be held responsible for any loss or error arising from Client's failure to inform the Dealer's Representative on any orders entered via the BISonline System;
  - d) All sale proceeds will be credited back to the Client's account unless the Client gives two (2) working days prior notice to BSSB for withdrawal.
31. Any writ or summons or other legal process in respect of any action arising out of or in connection with the Client's Account(s) shall be deemed to have been served if sent by registered post or ordinary post or delivered personally to the Client's last known address as notified by the Client pursuant to Clause 27 above.
32. If any of these Terms and Conditions shall be held invalid, illegal, unenforceable or otherwise, the validity, legality and enforceability shall not affect or impair the remaining terms and conditions herein. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The Client agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia in all matters relating to the obligations and responsibilities hereof.
33. The Client hereby agrees that the Terms and Conditions are constructed in accordance and not in contradicting with Shariah principal as approved by SACSC and SAC-BSSB. The parties also agree that any dispute arises concerning Shariah matter shall be referred to the SACSC for ruling, and such ruling shall bind the parties.
34. Contra Guidelines

Pursuant to Rule 9.10 of the Rules of Bursa Securities, Client who wishes to settle purchase contract by way of contra against a corresponding sale contract is required to comply with the following guidelines:

- a) If Client has an outstanding purchase contract which later sold off on the same market day or subsequent market day but not later than 12.30 p.m. on T+3 day after the purchase transaction, the outstanding purchase contract will be set off against the sale contract automatically. This form of set-off is called "Contra";
  - b) Any subsequent sale made on T+3 after 12.30 p.m. following the date of the contract shall be deemed as a sale to close-off the purchase position pursuant to the Selling Out Rules of Bursa Securities;
  - c) Some specific types of transactions will not be selected for contra. These transactions include paid contracts, contracts done on immediate basis, designated counters and sales to the buying-in board;
  - d) Upon contra, a Contra Statement will be sent to Client detailing the transactions which have been set off and the net amount due to Client (contra gain) or to BSSB (contra loss). Any difference resulting from a contra must be settled not later than fifth (5<sup>th</sup>) market day following the contra date, failing which, BSSB may sell any or all shares or securities held in Client's account(s) with us;
  - e) Contra losses will also be automatically deducted from Client's sales proceeds, if any. Please settle the contra losses and contra charges, failing which further recovery action will be taken against Client by BSSB;
  - f) Client's contra gain will be used to set off against Client's earlier losses or other amount, if any, due to BSSB.
35. Structured Warrants Risk Disclosure Statement

This statement is provided to the Client in accordance with the directive of the Rules of Bursa Securities. The purpose of this statement is to inform the Client that the risk of loss in purchasing of Structured Warrants can be substantial.

The Client should therefore assess if the purchase of Structured Warrants is suitable 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 Warrants is subject to the risk of losing the full purchase price of the Structured Warrants and all transaction cost thereto;
- b) In order to realize any value from a Structured Warrants, 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;

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- e) 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
- 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.

The brief statement cannot disclose all the risks and other aspects of purchasing Structured Warrants. The Client should therefore carefully study the terms and conditions of any Structured Warrants before making decision to purchase. If the Client is in doubt in relation to any aspect of this statement or the terms of a Structured Warrants, the Client may consult BSSB.

### 36. LEAP Market Risk Disclosure Statement

The LEAP Market is aimed at facilitating access to the capital market by small or medium sized enterprises (SMEs) to which a higher investment risk may be attached. This market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part I of Schedules 6 and 7 of the CMSA. The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission Malaysia under section 233 of the CMSA. In the LEAP Market, sophisticated investors will have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.

The purpose of this statement is to inform the Client that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. Client should NOT invest in the securities offered unless the client is a sophisticated investor and fully understand and are prepared to take the risks. The Client should assess whether the purchase of the securities is suitable in light of own knowledge, financial means, investment objectives and the risks the Client is prepared to take. The risks of investing in such securities include but are not limited to the following:

#### a) Small Companies

Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market or Main Market and may not have a proven track record in terms of operating history or profit track record. Hence, the Client should be aware that there is a higher risk of business failures which may adversely impact client's chosen investments.

#### b) Minimum Requirements on Disclosure and Governance

The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only. This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect the Client ability to make fully informed investment decisions.

#### c) Liquidity Risks

As a market limited to sophisticated investors only, the LEAP Market may not have the trading activities or liquidity of the ACE Market or Main Market. The Client may not be able to exit investment as easily as in the ACE Market or Main Market. Limited trading activities or illiquidity in the LEAP Market may increase the risk of loss by making it difficult to effect transactions or sell the LEAP Market securities.

This brief statement cannot disclose all the risks and other significant aspects of trading securities in the LEAP Market. The Client should understand the key characteristics, business plan and financial information of the companies listed on the LEAP Market thoroughly and carefully study all the risks associated with securities in the LEAP Market and/or seek independent professional advice before deciding to invest.