

## CORPORATE ACCOUNT APPLICATION FORM

### BUSINESS DATA

 Full Name of Company 





 Business Registered No : 





 Registered Address 





 Tel No : 





 Mailing Address (if different from above) 





 Tel No : 





Date of Incorporation / Registration : \_\_\_\_\_ Telex No. : \_\_\_\_\_

Place of Incorporation / Registration : \_\_\_\_\_ Facsimile No. : \_\_\_\_\_

In Operation Since : \_\_\_\_\_

Industry or Sector of Business : \_\_\_\_\_

 Place of Business Operation : \_\_\_\_\_  
 (please state country)

Holding Company : \_\_\_\_\_

Ultimate Holding Company : \_\_\_\_\_

### BOARD OF DIRECTORS, PARTNERS, OFFICE BEARERS

Name (s)

NRIC / Passport No :


<b>CAPITAL</b> Authorised : _____	Paid-up : _____
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### Maybank Investment Bank Berhad (15938-H)

A Participating Organisation of Bursa Malaysia Securities Berhad

**Kuala Lumpur Office** : Level 8, Maybanlife Tower, Dataran Maybank, No, 1, Jalan Maarof, 59000 Kuala Lumpur. Tel : (+603) 2297 8888 Facsimile : (+603) 2282 5136  
**Ipoh Branch** : B-G-04 (Ground Floor), Level 1 & 2, No. 42, Persiaran Greentown 1, Pusat Perdagangan Greentown, 30450 Ipoh, Perak Darul Ridzuan.  
 Tel : (+605) 245 3400 Facsimile: (+605) 253 4333 Website: www.maybank-ib.com

**BANKERS**

Bank	Address	Account Type	Account No:
_____	_____	_____	_____
_____	_____	_____	_____

**PARTICULARS OF PERSONNEL AUTHORISED TO DEAL ON BEHALF OF THE APPLICANT**

<b>Contact Person 1</b>	<b>Designation</b>
_____	_____

<b>Contact Numbers</b>	<b>Area</b>	<b>Number</b>	<b>Ext</b>	<b>#</b>	<b>Type</b>	<b>Type</b>
Country _____ _____	_____ _____	_____ _____	_____ _____	_____ _____	_____ _____	(01) House (02) Office (03) H/Phone

**e-mail**

\_\_\_\_\_

<b>Contact Person 2</b>	<b>Designation</b>
_____	_____

<b>Contact Numbers</b>	<b>Area</b>	<b>Number</b>	<b>Ext</b>	<b>#</b>	<b>Type</b>	<b>Type</b>
Country _____ _____	_____ _____	_____ _____	_____ _____	_____ _____	_____ _____	(01) House (02) Office (03) H/Phone

**e-mail**

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**INSTRUCTIONS FOR COMPLETION OF THE TRADING ACCOUNT APPLICATION FORM**

- (1) All information must be duly completed.
- (2) The completed form must be returned with certified true copy(ies) of the following supporting documents:

- \* Board of Directors' Resolution/Mandate/Letter of Authority
- \* NRIC / Driving License / Passport (for Non-Malaysians)
- \* Memorandum and Articles of Association Constitution
- \* Certificate of Incorporation for Public Company or Certificate of Incorporation for Private Company or Certificate of Change of Name or Certificate of Commencement of Business or Certificate of Registration of Foreign Company
- \* Evidence of Capital
- \* Notice of Situation of Registered Office and of Office Hours and Particulars of Changes
- \* Return Giving Particular in Register of Directors/Managers/Secretary and Change of Particulars
- \* Latest Audited Financial Report/Annual Report
- Others (please specify) \_\_\_\_\_

\*Compulsory documents

## TERMS AND CONDITIONS FOR SECURITIES TRADING

### 1. TRADING ACCOUNT

An application to open a Trading Account in the name of the applicant (hereinafter referred to as "the Client") for the purpose of trading in securities must be submitted to the Company in the prescribed form. The Company has the absolute right at its sole discretion to approve or reject any application and may impose on the Client, if deemed necessary, such conditions and restrictions upon approval.

These Terms and Conditions are effective from the date of approval of the Client's application to open a Trading Account and shall continue in force until terminated in accordance with these Terms and Conditions.

### 2. VERIFICATION OF INFORMATION

The Client hereby authorises the Company to verify in any manner information furnished in the application form and the Client undertakes to furnish any additional information that the Company may require for its assessment of the application and from time to time after the application had been approved.

In compliance with the applicable laws in force, the Company may at its sole and absolute discretion (i) refrain from acting until such information as required by it is furnished by the Client to it and (ii) verify such information received from the Client to its satisfaction, and (iii) refrain from doing anything as a result of information, which would or might in opinion, be contrary to any relevant law, directive or regulation, and may do anything which is in its opinion necessary to ensure compliance with such law, directive or regulation.

The Client represents and warrants that all particulars and information provided in this Trading Account Application Form are true and correct and undertakes to notify the Company immediately in writing of any change to any information herein.

The Company shall not be liable for any losses or consequences of whatsoever nature arising from or due to events described in this clause.

### 3. NOMINEES SECURITIES ACCOUNT

An application in the prescribed form must be submitted by the Client to open a Client's securities account created and maintained by the Company or its nominees under the Securities Industry (Central Depositories) Act 1991 ("SICDA") whether or not such account is a Pledged Securities Account designated under Section 40 of SICDA ("CDS Account") with Bursa Malaysia Depository Sdn Bhd ("Bursa Depository"). The Client represents and warrants that the securities in the CDS Account are and at all times will remain free from any restriction on transfer and from any prior mortgage, lien, security or other encumbrance whatsoever. For the avoidance of doubt and in amplification of and not in derogation of the provisions herein, the Client represents and warrants that the securities sold by the Client or on the Client's behalf are not stolen, forged or misappropriated by any party whatsoever.

The Client agrees that in the event of default by the Client in the due and punctual payment of any sum owing by the Client to the Company, the Company shall be entitled to exercise at its discretion and without notice to the Client, all voting rights in respect of all securities held in the name of the Company or its nominee.

### 4. COMPLIANCE

The Client agrees to abide by these Terms and Conditions, all laws, rules, regulations, by-laws, orders, directives prescribed by the Securities Commission, Bursa Malaysia Securities Berhad ("Bursa Securities"), Bursa Depository and other regulatory authorities governing operation of the Trading Account and the Client's trading in securities listed on Bursa Securities. The Client agrees to comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued, given, made or established by the Company.

### 5. COLLATERAL

The Client undertakes to deposit cash or securities or both as collateral that may be required by the Company before executing any transaction in connection with the Client's Trading Account. The Client agrees that any or all securities, documents and/or property hereafter deposited with the Company whether held by the Company or its agents are at the Client's sole risk as regards to loss, destruction or damage.

### 6. OPERATION OF ACCOUNT

The Client agrees that the Trading Account shall be subject to conditions imposed by the Company including but without limitation to credit limits imposed on the trading activities of the Client and or the dealers' representative assigned to the Client. In the event that the outstanding position or sums owed by the Client to the Company exceeds the trading credit limit imposed by the Company, the Client will not dispute it and accepts the indulgence granted by the Company to the Client.

The Client authorises and empowers the dealer's representative assigned to handle the Client's Trading Account and its agents and representatives ("authorised representative") to carry out the following functions in the name of the Client and on behalf of the Client:-

- to collect cheques, monies and any other form of payment in respect of monies payable by the Company to the Client;
- to hand over cheques issued to the Company in respect of securities purchased by the Client through the Company to the Client;
- to carry out all and any other acts permissible under the Company's internal rules procedures, securities laws, rules and regulations, relating to the Trading Account upon receipt of the Client's written instructions addressed to the Company.

In consideration of the Company acknowledging this authorisation given to the Client, the Client hereby agrees:-  
i) to be fully responsible and absolve the Company of all claims and liabilities for any loss, damage, demand and proceedings arising from any negligence, commission, omission, misuse, fraud or action in any manner of the authorised representative in executing such acts under the authorisation given in clause 6;

ii) at all times to fully and effectively indemnify the Company on demand and keep your Company fully and effectively indemnified at all times from and against any and all acts, proceedings, claims, demands, liabilities, losses, damages, judgements, charges, costs and expenses which may be imposed on, instituted against, suffered or incurred by the Company arising out of or incidental to the authorisation in clause 6;

iii) that this authorisation shall bind the Client's successors in title and personal representatives and shall be valid until written revocation in the prescribed format is given by the Client and duly acknowledged by an authorised officer of the Company.

### 7. INVIOABILITY OF CONTRACTS

The Client authorizes the Company to act on all instructions and orders given or made by the Client and/or the Client's agents or representatives through whatever means of communications and once executed shall be legal and binding on the Client and the Company. The Company shall have the absolute right to accept or reject such orders and limit the purchases or sales or orders by the Client.

All transactions, shall be evidence by contract notes issued by the Company and all contract notes and statement of accounts issued by the Company shall be conclusive and legally binding on the Client if not objected to by the Client in writing three (3) days after the same is deemed to have been received by the Client.

### 8. SETTLEMENT

The Client undertakes to make payment to the Company for purchase of securities (regardless of whether these securities are suspended from trading after purchase) and to deliver securities to the Company for the sale of securities, respectively by the due dates fixed for settlement under the Bursa Securities Fixed Delivery and Settlement System. Acceptance of payment by the Company after the due date prescribed under the Bursa Securities Fixed Delivery and Settlement Systems shall not constitute compliance by the Client.

The Client shall pay to the Company all contra losses or any outstanding amount howsoever arising in this Trading Account on demand or within the period specified by the Company.

The Client shall ensure that all payments in the form of cheques are made payable to the Company crossed "A/C Payee Only", bearing full particulars of the Client's name, Trading Account number and nature of the payment e.g. contract number, quantity, name of Securities, contra loss reference and such particulars as may be necessary for the Company to identify the purpose for which payment is made, on the reverse side of the cheques. The Company shall not be liable for any loss arising from any non-compliance of the Client with such procedures or for any cheques that may be lost, misplaced or misappropriated if such cheque had been given by the Client to any employee, officer, dealer's representatives or agent of the Company. In the event the Client fails to provide adequate and clear particulars with regard to the nature and purpose of any of its payment referred to above, the Company shall be absolutely entitled to apply the payments in such manner as the Company may in its absolute discretion deem fit.

### 9. LIENS, SET OFF AND POWER TO SELL

The Company shall have a lien on all the Client's monies and/or securities in accounts (including the Client's CDS account) opened and maintained with the Company and other property of the Client in the Company's custody or control from time to time ("Client's Property") for the discharge of all or any indebtedness and other obligations of the Client to the Company.

The Client authorizes the Company at any time to use, retain, apply or set-off any amounts due to or held for the Client to meet any liabilities incurred by the Client to the Company herein and/or pursuant to or in connection with or for any purposes herein or for any purposes of the trading, margin or other accounts of the Client including but without limitation to any indemnity and losses arising from selling-out or closing transactions of the Client.

The Company shall be entitled at any time after giving seven (7) days notice to the Client, to sell or dispose of at its absolute discretion, all or any part of the Client's Property and apply the proceeds thereof in or towards the discharge of all sums which may from time to time become due from or owing or payable by the Client to the Company herein and/or pursuant to or in connection with or for any purposes of trading, margin or other accounts of the Client. The Client shall indemnify the Company against all losses arising from such sale immediately or within the period specified by the Company. The Company 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.

### 10. INTEREST & CHARGES

The Client shall pay interest to the Company on all outstanding amounts due in the Client's Trading Account at the rate 1.5% per month on a daily basis (as well as before and after judgement) or such other rates as may be varied by the Company in its absolute discretion and notified to the Client from time to time.

The Client shall pay the Company such fees and other charges as determined and notified to the Client by the Company from time to time for services rendered to the Client as well as all stamp duty (including any penalties for late payment thereof), clearing fees, brokerage and any other costs chargeable to the Client arising from its transaction in securities, including legal fees incurred by the Company on a solicitor and client basis in the enforcement of any of the Company's rights hereunder.

### 11. CLIENT'S MONIES

Monies received from or held on behalf of the Client for the purpose of trading are treated as Client's monies and shall be dealt with in accordance to Bursa Securities Rules. Unless a contrary intention is expressed in writing, the Client hereby authorises the Company at its sole discretion to place such Client's monies in an interest bearing account or deposits with any licensed financial institution as it deems fit. Subject to the Company's rights in clause 9, the Company will pay over interest received from such institution (if any) but is not otherwise required to account for interest on the Client's monies.

### 12. NO WAIVER AND LIMITATION OF LIABILITY

Failure or delay by the Company to exercise or any partial exercise of any rights, power or remedy under these Terms and Conditions upon any default on the part of the Client shall not constitute or be construed as a waiver of such rights, powers or remedy accruing to the Company.

The Company or its directors, employees or servants shall not be liable for any losses, claims, damages, costs and expenses suffered or incurred by the Client whatsoever or howsoever caused including but without limitation to:

- any failure, downtime, crash, breakdown, or malfunction, bugs or glitches in any software, computer system or electronic equipment of the Company, Bursa Securities, clearing house, Bursa Depository or any internet service provider;
- any delay in the execution of the Client's instructions or orders due to any reason whatsoever;
- any action by the regulatory authorities in the exercise of their regulatory or supervisory functions over the Company;
- any and all decisions made by the Client in respect of the purchase or sale of securities;
- any loss resulting from a cause beyond the Company's control including a force majeure event.

### 13. ADMISSION OF LIABILITY

The Client shall not procure directly or indirectly by whatever means or accept an admission of liability or responsibility for losses or unauthorised or fraudulent transactions from the dealer's representative acting on its behalf. In any event, the Company shall not be held liable or responsible to the Client for any loss or damage howsoever and whatever as a result of any act, neglect, omission or negligence of the dealer's representative nor shall it be obliged to accept or be bound by any such admission which is deemed a private arrangement between the Client and the dealer's representative.

### 14. INDEMNITY

The Client irrevocably and unconditionally agrees on demand to fully indemnify and save harmless the Company at all times from and against any or all actions, proceedings, claims, demands, damages, losses, liabilities, costs (on a solicitor and client basis), fees and expenses howsoever incurred by the Company in connection with the opening and operation of the Trading Account, any default by the Client in the due and punctual payment of any sum owing or payable by the Client to the Company pursuant to the Trading Account and any matters whatsoever arising from these Terms and Conditions.

### 15. DISCLOSURE OF INFORMATION

The Client hereby authorises the Company to disclose information given in the Application Form and received under these Terms and Conditions to the Maybank Group of companies, regulatory authorities having jurisdiction over the Company including but without limitation to Bursa Securities, Bursa Depository, the Securities Commission, Bank Negara Malaysia or as may be required by law or applicable rules and regulations.

In discharging its functions hereunder or pursuant to relevant laws and regulations, the Client hereby acknowledges that the Company will engage service providers or such other persons via an outsourcing or any other arrangement to provide services to the Company (including mailing services, information technology services, data processing and other services determined from time to time). The Client acknowledges that in the course of providing these services to the Company such person may have access to certain information and documents relating to the Client's securities and Trading Account and the Client hereby agrees to such disclosure.

### 16. TELEPHONE RECORDING

In order to assist the Company in monitoring compliance with the relevant laws, rules of conduct and permissible practices and to avoid any disputes, the Client hereby agrees that the Company may make and keep a sound recording of telephone conversations between the Client and the dealer's representatives and/or any employee of the Company. The recordings shall remain the sole property of the Company and shall be accepted by the Client as conclusive evidence of orders, instructions or conversations so recorded.

### 17. TERMINATION

Notwithstanding any other Terms and Conditions herein contained, the Company has the absolute right to suspend or close the Client's Trading Account at any time without assigning any reasons. In the event of closure, the Client shall forthwith settle all outstanding transactions by delivery and/or pay all outstanding amounts due to the Company. These Terms and Conditions are terminated upon closure of the Trading Account but will not affect any legal rights or obligations, which may have arisen or may arise from the settlement or fulfillment of any outstanding transactions.

### 18. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and the Company and the Client submits to the exclusive jurisdiction of the Courts in Malaysia.

### 19. NOTICES

Any notices or communication including contract notes/statements, contra statement of accounts and notices shall be given in writing to the Client's address set out in the application form or last notified in writing to the Company and shall be deemed to have been duly served upon and received by the Client:

- if delivered by hand or courier to the Client at the time of delivery to the Client;
- if sent by ordinary post, on the third business day after the date of posting notwithstanding that the same may be subsequently returned undelivered by the postal authorities;
- if sent by facsimile, on the next business day after date of such transmission;
- if sent by electronic means on the next business day after date of such transmission.

General notices are deemed to be received by the Client upon posting on the Company's notice boards or communicated through the dealer's representative acting on behalf of the Client.

Any error or discrepancy in the information contained in any notice or communication served on the Client must be notified to the Company in writing within three (3) days after the same is deemed to have been received by the Client, failing which such notice or communication shall be deemed to be correct and legally binding on the Client. If the Client fails to notify the Company or the Company fails to receive the Client's notification any notice or communication issued by the Company to the Client's last known address, facsimile number and/or electronic address shall be deemed to be properly sent, delivered, transmitted or served by the Company on the Client.

### 20. MISCELLANEOUS

**20.1 ASSIGNMENT:** The Client shall not assign or transfer its rights, interests and obligations under these Terms and Conditions without prior written consent of the Company.

**20.2 VARIATIONS AND AMENDMENTS:** The Company may vary or amend these Terms and Conditions and any supplementary agreements made hereunder by sending a written notice to the Client or the dealer's representative acting on behalf of the Client describing the relevant variation or changes. Such variation and or amendments shall become effective from the date specified on the notice. No amendment will affect any outstanding orders or transactions or legal rights or obligations, which may already have arisen. The Client hereby agrees to be bound by these Terms and Conditions as varied and/or amended from time to time.

**20.3 SEVERABILITY:** Any Terms and Conditions that may subsequently be held invalid, unenforceable or illegal by a court of competent jurisdiction or regulatory authority shall not invalidate or render illegal or unenforceable the remaining Terms and Conditions.

**20.4 SUCCESSORS BOUND:** These Terms and Conditions shall bind the successors in title, personnel representatives and permitted assigns of the Client and the successors and assigns of the Company.

**20.5 CERTIFICATE OF INDEBTEDNESS:** A statement or certificate by the Company as to the amount due or owing or payable by the Client to the Company shall in the absence of manifest error be conclusive evidence that such amount is in fact due and payable.

**20.6 DEFINITIONS:** In these Terms and Conditions, unless there is something in the context inconsistent with such construction or unless it's expressly provided:-

- words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- words and phrases defined in the Capital Markets and Services Act 2007, the Companies Act 1965 and the Rules of Bursa Securities shall have the same meanings thereby attributed to them;
- any reference to statutes and rules includes any modification, amendment, consolidation, replacement or re-enactment for the time being in force and all rules, regulations, statutory instruments or orders made pursuant to it;
- any reference to a business day is to a market day as defined in the Rules of Bursa Securities;
- any reference to the Company shall also include its branches.

## STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

1. This statement is provided to you in accordance with the directive of the Committee of Bursa Malaysia Securities Berhad dated 06 December 1994 pursuant to Article 50(c) of the Articles of the Exchange.
2. 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:-
  - i the purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all the transaction costs;
  - ii 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 the expiry date;
  - iii under certain conditions, it may become difficult to sell the structured warrants;
  - iv 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;
  - v 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
  - vi 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 gain.
3. 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 warrants 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.

## MEMORANDUM OF DEPOSIT OF SECURITIES

I/We, the applicant hereby pledge all the securities which are acceptable to you and which may be held from time to time, in my/our trading account with you which have been fully paid and/or in any of my/our CDS account held with you directly or through your nominees (hereinafter called "the said securities") on the following terms and conditions:-

1. I/We confirm that I am/we are the legal and beneficial owner of the securities and that I am/we are entitled to pledge the said securities to your Company.
2. The said securities will be a continuing security to you for the general balance of my/our debts to your Company, which includes but is not limited to any moneys now and hereafter due under my/our trading account with your Company.
3. In the event that any debt remains outstanding for more than fourteen (14) days or any other period of time as may be prescribed by you in your absolute discretion at any time and from time to time by written notice to us and where written notice of such debt has been given, your Company may at your sole discretion and at any time thereafter, without giving any further notice, sell the said securities to settle such debts, in such event, I/we shall have no recourse against your Company of your nominees in respect or any loss that I/we may suffer arising out of or in relation to or connected with such sale or this Memorandum.
4. The shares may be registered by your Company in its name or in your nominees. If any of the said securities are held in a CDS account registered in my/our name, you shall be empowered in accordance with Section 40 of the Securities Industry (Central Depositories) Act 1991, to request the central depository to transfer such securities into your or your nominee's securities account. Notwithstanding the aforesaid, neither your Company nor your nominees shall be answerable or responsible for any diminution in value of any of the said securities, however arising, while the same are in the custody, possession or control of your Company or your nominees. Further, while the said securities are in the custody, possession or control of your Company or your nominees, you shall not be responsible to ensure that any options, calls, rights issue, bonus issues, dividends and/or any other allotments, accretions and rights whatsoever accrued, attached and/or declared in respect of the said securities are subscribed, exercised, taken up, received or collected by you.
5. Prior to the discharge of all moneys hereby secured, your Company shall be entitled to attend all meetings held in connection with any company or corporation in relation to any of the said securities held in your Company's name or your nominees name and to exercise at your discretion and without any notice to me/us, all voting and other rights in respect thereof at any such meetings.
6. Upon demand and at our cost, I/we shall execute such forms of transfer and/or assignments as are necessary to enable the effectual transfer of the said securities. The names of the transferee, the date of transfer and the consideration are left blank and I/we authorise your Company or your nominees to fill in the aforementioned details in the transfer forms. In the event that further documents are necessary to effectively transfer the said securities, I/we shall immediately upon your Company's demand execute such documents.
7. I/We hereby irrevocably authorise your Company to make enquiries and/or request and to receive Statement of Account of any of my/our aforementioned CDS account as and when you shall see fit and/or deemed necessary by you in your absolute discretion without the need to seek my/our consent. I/We hereby further agree that you shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising and I/we hereby undertake to indemnify you for any losses of any kind and any nature which are incurred or suffered by you in respect thereof in connection with or as a result of your exercise of your right under this paragraph 7 and/or any other right pursuant to this Memorandum.
8. I/We hereby appoint you or any your Attorneys and in my/our name in the name of yourself or your Attorney, as the case may be, to, in event any debt remains outstanding for more than fourteen (14) days or any other period of time as may be prescribed by you in your absolute discretion at any time and from time to time by written notice to us, deal with the said securities in any manner whatsoever and to do all other things as fully and effectively as I/we do in connection therewith and in particular but without prejudice to the generality of this foregoing to transfer, assign, charge or sell the said securities or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer assignment charge or sale, Provided Always, that you shall not deal with the balance of the said securities (if any) once all the debts remaining outstanding as aforesaid has been paid/repaid in full to your Company.
9. I/We hereby acknowledge that your Company will not be liable for any loss or damage of the securities deposited into any CDS account registered in my/our name and/or securities account(s) registered in the name of your nominees for and on our behalf unless due to your negligence or willful default. In respect of such loss or damage, you will only be liable for the incidental replacement cost, which are confined to cost of advertisement, scrip fees and any reasonable costs related to the replacement of the physical share certificates only and does not include or oblige you to buy back the securities for me/us from the stock market or from any other source. The replacement share certificates shall be returned to me/us upon your receipt of the same from the share registrar.
10. I/We hereby authorise your Company in the event of the sales of the said securities to deliver the same to the purchaser or the legal representative and to credit the proceeds of sales to my/our account with you to settle any outstanding debts to you.
11. Any notice or demand required to be made or given to us hereunder may be served by hand or sent by post or facsimile to my/our address of facsimile number provided by me/us or such last known address and shall be deemed to have been received by me/us at the time of delivery if delivered by hand, within three (3) days after the date of posting notwithstanding, that the letter may be returned in the post and on the business day immediately after transmission, if sent by facsimile.
12. I/We hereby acknowledge that you will not be liable for any failure in performing any of your obligations hereunder or any, claim in respect of any loss, expense, cost, injury, damages or liabilities which are caused by or resulted from or arisen from the operation of this account.
13. I/We hereby authorise you to disclose any and all information (including without limitation particulars of securities held) in relation to my/our trading account and/or CDS account(s) registered in my/our name and/or CDS accounts registered in the name of your nominees for and on our behalf to any of your employees, Dealer's Representatives, agents, related companies, subsidiaries, affiliates and/or any other parties assigned to handle my/our trading account and agree that your Company will not be liable for any claims, actions, proceedings and losses of whatsoever nature which may be incurred as result of this authorisation.

**ADDENDUM TO THE TERMS AND CONDITIONS IN THE OPENING OF TRADING ACCOUNT APPLICATION FORM PURSUANT TO RULE 404.4(1)(d)(ii) OF THE RULES OF BURSA MALAYSIA AND PARTICIPATING ORGANISATIONS CIRCULAR NO.: R/R 17 OF 2005**

- 1) I/We \_\_\_\_\_ do solemnly declare that:
- a) I/We have read and fully understood the above Terms and Conditions of Trading attached to this Form and agree and accept them as legally binding on me/us;
  - b) I/We have read the STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me/us; and
  - c) Where the securities arising from the dealings in the trading account are credited into or debited from a CDS account, the beneficial owner in relation to those securities is the same.
  - d) I/We have read and understood the Memorandum of Deposit.

- 2) In addition to the above, I/we do hereby agree and undertake to the following:
- a) To abide by all rules, regulations, by laws and/or directives of Bursa Securities where the provisions therein apply directly or indirectly to myself/us and/or the operation of my/our trading account; AND
  - b) To disclose information and documents in relation to any dealing in securities in respect of my/our trading account upon request by Bursa Securities pursuant to Rule 404.3(7)(a) of the Rules of Bursa Securities. Such disclosure shall include, but not limited to:-
    - i) The name of the person from whom, through whom or on whose behalf the securities in this trading account are dealt with;
    - ii) Particulars sufficient to identify the person in 2(b)(i) above; AND
    - iii) In the event the person in 2(b)(i) above is not the beneficial owner(s) of the securities transacted in this trading account, to require the person to procure the particulars of the beneficial owner(s) of the said securities.

I/We further declare that:

- a) I am/We are not a bankrupt or a listed defaulter of Bursa Securities and am/are not an Employee of any Participating Organization of Bursa Securities.
- b) I am/We are neither engaged in any unlawful activity nor are my/our monies are obtained from any illegal source or related to any illegal activity.
- c) The dealer's representative appointed or assigned to act on my/our behalf, does not have an interest, whether directly or indirectly, in my/our Trading Account, by virtue of any relationship whatsoever.

- 3) I/We understand that Bursa Securities may direct Maybank Investment Bank Berhad to refrain from trading and/or from effecting any dealings in securities for my/our trading account, and I/we do hereby consent to the same, in any of the following circumstances:-
- a) In relation to a request made under 2(b) above, until I have furnished the information and document(s) requested therein or where I refuse to furnish the same; **AND / OR**
  - b) Where I/we commit an act or omission, in relation to or arising from any transactions or dealings in securities reflected in my/our trading account and/or held in CDS account(s) where such securities are credited into or debited from, directly or indirectly causes, aids or facilitates a breach of the Rules of Bursa Securities.

I/We understand that the Company reserves the right to close my/our Trading Account immediately in the event that any declaration made herein is found to be false or materially inaccurate.

I/We consent to the disclosure by the Company of any information in this Trading Account Application form for the purpose of complying with regulatory, compliance and risk management's requirements.

- 4) I/We do solemnly declare that the dealings in securities in respect of my/our Trading Account are/shall be carried out :

- : for me/us as principals  
 : for and on behalf of the party(ies) set out below, from whom, through whom or on whose behalf the securities are to be dealt with :  
*(please tick ✓ whichever is appropriate)*

**PARTICULARS**

Name of party(ies) concerned	(1): _____	(2): _____
* N.R.I.C. / Company Number	(1): _____	(2): _____
* Address / Registered Address	(1): _____	(2): _____

*Note - In the event this disclosure form is not duly completed, you shall be presumed to be trading for yourself and not on behalf or another party. Bursa Malaysia Securities Berhad takes a serious view of any misrepresentation arising from making an erroneous disclosure or not making a disclosure at all.*

- 5) I/We have read and understood all the terms and conditions stipulated in this addendum to the Trading Account Application Form and agree to be bound by the terms and conditions stipulated herein:

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

SUBSCRIBED AND SOLEMNLY declared by the applicant,

\*\*Before me,

Signature of Applicant 1 : \_\_\_\_\_  
 Signature of Applicant 2 : \_\_\_\_\_  
 Date : \_\_\_\_\_

Signature of Witness : \_\_\_\_\_  
 Name of Witness : \_\_\_\_\_  
 N.R.I.C./Passport Number : \_\_\_\_\_  
 Profession/Designation : \_\_\_\_\_  
 Address of witness : \_\_\_\_\_  
 Date : \_\_\_\_\_

Note : \* Delete if not applicable  
 \*\* Insert name, N.R.I.C./Passport number, profession/designation and address of witness who must be the dealer's representative assigned, an authorized officer of Maybank Investment Bank Berhad or Notary Public or the Officer of the Malaysian Embassy or High Commission/Consulate of the jurisdiction where the form is signed

**DECLARATION BY DEALER'S REPRESENTATIVE /MAYBANK BRANCH**

I hereby declare that I have verified the identity of the Applicant and that all information furnished by the Applicant, to the best of my knowledge, are true and correct. I further declare that I accept the Applicant as a Client, subject to approval of the Company.

Recommended Approved Limit : RM \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

N.R.I.C. Number : \_\_\_\_\_

Dealer/Remisier Code : \_\_\_\_\_

Address : \_\_\_\_\_

Remarks : \_\_\_\_\_

<p><b>PROCESSED BY:</b></p>       <p>Signature _____          Name _____          Position _____          Date _____</p> <p>Brokerage Code : _____          Client Type / Sub Type : _____ / _____          Residence Code : _____          Race Code : _____</p>	<p><b>RECOMMENDED BY:</b></p>       <p>Signature _____          Name _____          Position _____          Date _____</p> <p>Proposed Approved Limit: RM _____          Condition _____          _____          _____</p>	<p><b>APPROVING AUTHORITY:</b></p> <p>Deposit* <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Approved Limit: RM _____</p>       <p>Signature _____          Name _____          Position _____          Date _____</p> <p>Signature _____          Name _____          Position _____          Date _____</p> <p><i>* Please tick appropriate box</i></p>
<p><b>DATA INPUT</b></p> <p>Signature _____          Name _____          Position _____          Date _____</p>	<p><b>DATA INPUT-APPROVED LIMIT</b></p> <p>Signature _____          Name _____          Position _____          Date _____</p> <p>Signature _____          Name _____          Position _____          Date _____</p>	<p><b>DATA VALIDATION</b></p> <p>Signature _____          Name _____          Position _____          Date _____</p>

**FOR BANK'S USE ONLY**

**CUSTOMER CLASS**

**1 Business Enterprise**

Codes	Description
101	Professional (SI)
102	Sole Proprietor (SI)
103	Partnership (SI)
104	Private Ltd Co (SI)
105	Public Ltd Co (SI)
106	NFPE (SI)
107	Othr Govt Ctl (SI)
109	Petronas - NFPE (LI)
110	Unlimited Co
111	Professional (MI)
112	Sole Proprietor (MI)
113	Partnership (MI)
114	Private Ltd Co (MI)
115	Public Ltd Co (MI)
116	NFPE (MI)
117	Othr Govt Ctl (MI)
118	Professional (LI)
119	Sole Proprietor (LI)
120	Partnership (LI)
121	Private Ltd Co (LI)
122	Public Ltd Co (LI)
123	NFPE (LI)
124	Othr Govt Ctl (LI)

**2 Non-Bank Financial Institutions (NBFI)**

Codes	Description
206	Discount House
207	Devt Finance Instn
208	Unit Trust Co
209	Housing Credit Instn
211	CagamasBhd
212	Factoring Co
213	Co-op Society
214	Co-op Union
215	Co-op Bank
216	Other Co-op
217	Pawnbroker
218	Money Lender
219	Insurance Co
220	EPF
221	Other Prov/Pen Fund
222	ASN/AB
223	Other Fin Instn
224	Credit Card Co
225	Building Society
226	Subsid Stockbroking
227	Associate Stockbroking
228	Other Stockbroking
229	Commodity Broker
230	Other Credit/Lease Co
231	Holdings/Investment
232	Property Trust Co

**3 Government**

Codes	Description
301	Federal Government
302	State Government
303	Local Government
304	Fed Statutory Auth
305	State Statutory Auth
307	OECD Central Govt
308	OECD Federal Statutory
309	OECD State Statutory
407	Embassy
408	Non-Com Internl Organ

**4 Other Entities**

401	Club/Soc/Ass (Religious)
402	Club/Soc/Ass (Ordinary)
403	Pte Education Instn
404	Govt Education Instn
406	MBB Card Collection
499	Others

**5 Individuals**

500	Personal
501	Gainfully Employed (Exempt Group)
502	Studying In Malaysia

**2 Banking Institutions**

201	Non-OECD Commercial Bank
202	Merchant Bank
203	Islamic Bank
204	Non-OECD Central Bank
205	Finance Co
233	OECD Commercial Bank
234	OECD Central Bank

**Customer Type**

101	Personal Bumi
102	Personal Non Bumi
103	Personal External
201	Business Bumi
202	Business Non Bumi
203	Business Non Resident
204	Business External
299	Business Others

**Risk Profiling**

Date Entered :

dd mm yyyy

(To be completed for customers with income >RM2500/mth).

01	Very Low (Secure)
02	Low (Stable)
03	Medium (Neutral)
04	High (Growth)
05	Very High (High Growth)

**APS Customer** Y  N

DATA ENTRY PERFORMED BY :

DATA ENTRY CHECKED BY :