

**APPLICATION FOR OPENING OF TRADING ACCOUNT (CORPORATE)**

**INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM**

- 1) All information must be completed. Please type or write using BLOCK LETTERS, preferably in black ink.
- 2) Each box should contain only one letter. Leave one box between words.
- 3) Any amendment made must be legible and should be countersigned by the applicant.
- 4) Form that is incomplete, illegible or defaced in any way may result in the application being rejected.
- 5) Please refer to page 2 for documents to be submitted for this application.

**FOR OFFICE USE ONLY**

Client Code : \_\_\_\_\_  
 Dealer Code : \_\_\_\_\_  
 CDS A/C : 058 - \_\_\_\_ - \_\_\_\_\_

**Account Type:**       Retail       Margin Trading       Collateralised

**CORPORATE DATA**

Full Name of Applicant \_\_\_\_\_  
 (as per registration document)

Business Registration No \_\_\_\_\_ Date of Incorporation \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 (DD) (MM) (YYYY)

Place of Incorporation \_\_\_\_\_

Nature of Business \_\_\_\_\_

Registered Office Address \_\_\_\_\_  
 (as per registration document)

Postcode \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Business / Mailing Address \_\_\_\_\_  
 (If differs from the above)

Postcode \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Website \_\_\_\_\_

Source of Fund     Business Income       Investment / Dividend Income       Rental Income  
                           Interest Income       Loan       Others \_\_\_\_\_

**FINANCIAL DATA**

Paid Up Capital    RM \_\_\_\_\_

Net Tangible Assets    RM \_\_\_\_\_ as at \_\_\_\_\_

Total Borrowings    RM \_\_\_\_\_ as at \_\_\_\_\_



## FATCA / CRS-SELF CERTIFICATION

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)\*

Is your corporation a US Person for tax purposes under the US Internal Revenue Service (IRS) Regulation?  Yes  No

Does your corporation has a tax resident status outside Malaysia?  Yes  No

If yes, please state the name of the country(ies) and Tax Identification Number(s) (TIN).

1. Country of Tax Resident \_\_\_\_\_ Tax Identification No. \_\_\_\_\_

2. Country of Tax Resident \_\_\_\_\_ Tax Identification No. \_\_\_\_\_

\* For further details, please refer to <https://www.oecd.org/tax/automatic-exchange/common-reporting-standard> or <https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>

## PARTICULARS OF RELATED / CONNECTED PARTIES

Do any staff / directors / dealers or remisers of TASHB hold 5% or more shareholdings in your corporation  Yes  No

If yes, please provide the following details:

Name	Designation	Relationship
_____	_____	_____
_____	_____	_____

Do any related corporation\* and/or associated companies\* maintain accounts with TASHB  Yes  No

If yes, please provide the following details:

\* Corporations are deemed related to each other where a corporation :

a) is the holding company of another corporation;

b) is a subsidiary or another corporation; or

c) is a subsidiary of the holding company of another corporation

\* A company is deemed to be an associate company of a corporation where the corporation holds, directly or indirectly, not less than 20% and not more than 50% of the shares of such company.

Name of Corporation	Registration No.
_____	_____
_____	_____

Is your corporation or director(s) a guarantor for any accounts held in TASHB or other subsidiaries of TA Enterprise Berhad (TAEB)  Yes  No

If yes, please provide the following details.

Account Name	Date of Guarantee	Account No.	Amount Guaranteed
_____	_____	_____	_____
_____	_____	_____	_____

\*(Please attach a separate sheet if the space is insufficient)

## POLITICALLY EXPOSED PERSON (PEP)

“PEP” means:-

- a natural person who is or has been entrusted with "Prominent Public Functions" locally or by a foreign country or entrusted with "Prominent Function" by an international organisation,
- family members of such person, or
- close associates of such person.

“Prominent Public Functions” include head of state, head of government, government ministers, senior civil servants, senior judicial or military officials, senior executives of state owned corporation or senior political party officials.

“Prominent Functions” refers to member of senior management, i.e. director, deputy director and member of the board or equivalent functions.

Is your corporation beneficial owner(s), director(s), authorised signatory(ies), shareholder(s) with shareholding of >25%, their family members or their close associate(s) a PEP or was a PEP.

Yes  No If 'Yes', please provide the following details:

Name of Person	Relationship	Position Held / Occupation	Employer / Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## ELECTRONIC SHARE PAYMENT (ESP) TERMS AND CONDITIONS

1. TASHB shall be entitled, but not bound, to pay the sales proceeds, contra gains and any other monies (the "sales proceeds") arising from the transaction effected through the Trading Account to the designated Bank Account. TASHB shall not be liable for any transaction that is rejected due to unacceptable (e.g. dormant) status of our designated Bank Account. TASHB may, at its option, elect to pay us the sales proceeds by cheque or crediting the proceeds into our account as Trust monies and such election shall be binding on us.
2. In the event that the monies cannot be credited due to unforeseen circumstances, TASHB, may credit the payment into our account as Trust monies without TASHB having to first consult or confirm with us.
3. No payment shall be made by TASHB to the designated Bank Account through the ESP service (the "service") on a non-banking day.
4. TASHB and the participating bank are not responsible for any errors, inaccuracies or omissions (the "omissions") in the information that may be displayed or transmitted by the participating bank to us for the purpose of making electronic payment through the service such as the contract or the contra statement numbers and the amounts due thereunder.
5. Neither TASHB, the participating bank nor their respective agents shall be liable for any loss, consequential loss, damages, costs and charges suffered by us or any other party as a result of any failure by the participating bank to transfer any electronic payment to the designated Bank Account from TASHB or as a result of any malfunction, partial or total failure of any machine, data processing system, electronic transmission or communication system or arising from causes or circumstances beyond the control of TASHB, the participating bank or their respective agents.
6. TASHB and / or its agent's records of the instructions, operations or transactions made or performed, processed or effected through the service by TASHB and / or its agent or by or purported to be by us or by the participating bank shall be binding and conclusive on us for all purposes or whatsoever and shall be conclusive evidence of the instructions, operations or transactions.

## RISK DISCLOSURE STATEMENTS

### 1. STRUCTURED WARRANTS

This statement is provided to you in accordance with the directive of the Rules of Bursa Malaysia Securities Berhad (BMSB).

The purpose of this statement is to inform you that the risk of loss in purchasing structured warrants can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants, you should be aware of the following:

- The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
- In order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
- Under certain conditions, it may become difficult to sell the structured warrants;
- Upon exercise of the structured warrants, the issuer may settle its obligation 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;
- 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 order; and
- The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

This brief statement cannot disclose all the risks and other aspects of purchasing structured warrant. 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 respective Dealer's Representative ("DR") and / or the Broker.

### 2. TRADING IN MULTI-CURRENCY SECURITIES ON BURSA MALAYSIA AND SECURITIES LISTED ON RECOGNISED STOCK EXCHANGES.

- We hereby request TASHB to allow us to trade in multi-currency securities listed on Bursa Malaysia and foreign securities listed on recognised stock exchanges.
- We understand the nature and risks associated with dealings in securities listed in all the relevant Recognised Stock Exchanges as defined by the Rules of BMSB and we shall assume full responsibilities for all the purchases and sales of multi-currency securities and foreign securities in our trading account.
- We acknowledge and accept that TASHB is entitled at its absolute and sole discretion to appoint a foreign broker for execution purposes and / or to appoint a custodian for the purpose of holding foreign securities purchased by us. That we further agree to indemnify TASHB from being liable for any loss, claims, damages, costs, or expenses suffered and incurred by TASHB in respect of such appointment(s).

## RISK DISCLOSURE STATEMENTS (Continued)

- We agree that we shall abide by TASHB policies, all applicable rules and regulations including but not limited to the relevant constitution, laws, rules, regulations, by-laws, customs and usages of all the relevant Recognised Stock Exchanges and / or Rules of BMSB as amended from time to time governing the transactions and settlement in foreign securities, appointment of foreign broker, appointment of Custodian including but not limited to holding of foreign securities outside Malaysia.
- We agree that our ability to trade in foreign securities is restricted to days when both Bursa Malaysia and all the relevant Recognised Stock Exchanges are opened for trading ("restricted trading days"). We shall further discharge TASHB from any liability for any loss, claim, damages, costs or expenses suffered or incurred by us or profit or advantage which we may be deprived which arises from the restricted trading days that resulted in us not being able to trade in securities.
- All the terms and conditions as in the Application for Opening of Trading Account shall be valid and binding on us in regards to us / our dealing in foreign securities.
- We shall comply with the foreign exchange control laws and obtain all the necessary approvals and / or make the necessary registration including but not limited with Bank Negara Malaysia (BNM) or any other relevant authorities from time to time.

## COVENANTS AND UNDERTAKINGS

*We hereby:*

1. request you to open an account under the account name set out above as you shall at your discretion deem fit and further declare and agree that our application herein is subject to your approval and you are absolutely entitled at your sole discretion to reject our application or impose such conditions and / or restrictions as you may deem fit without giving any reasons therefor.
2. declare that we are not insolvent nor placed under receivership and have no knowledge of any pending winding-up proceedings commenced against us and upon the occurrence of any of the aforesaid event, we agree and undertake to immediately cease trading and shall forthwith notify you in writing of the occurrence of the event. We agree that until written notice is given to you, all orders carried out by us under our trading account shall be valid and enforceable on us.
3. undertake to abide all laws relating to our trading activities with you including without limitation the Rules and Regulations of BMSB, Capital Market & Services Act 2007, Securities Industry (Central Depositories) Act 1991, Securities Commission Act 1993 and any and all by-laws thereto now in force or from time to time amended, revised or supplemented.
4. declare and undertake that all particulars and information given in this application form are true and correct and that we have not withheld any material facts or information from you. We hereby authorise you to verify at any time and from time to time any or all the particulars and/or credit information from any other bodies, or credit reporting agencies in such manner as you shall deem fit.
5. undertake to furnish you with such additional particulars and information as you may require at any time and from time to time. We shall inform you in writing immediately of any changes to the information, authorised personnel and declaration made herein. Such notification will be attached with the relevant documentation.

In the event an account is opened pursuant to the application herein, we hereby further agree to the followings:

6. We undertake to make immediate payment for securities purchased by us when the same is due and you shall be entitled to apply such payment in any manner as you may in your absolute discretion deem fit.
7. We undertake to pay any security deposit required of us in relation to our account including without limitation deposit for purchase contracts made / transacted by us.
8. We undertake to deliver to you promptly any and all documents of title of securities which you have sold for us and all other documents as you may require from time to time. In the event that any of the documents of title of securities are subsequently discovered to be forged or stolen or missing, we agree and undertake to replace the same immediately failing which we shall deem to have authorised you to buy in the same to cover our position and we shall be liable for all costs incurred through the buying in.
9. We authorise you to sell out or buy in such securities as may be required to clear our position with you.
10. We agree to pay you all charges that may be imposed by you in relation to any debit balance outstanding in our account with you including without limitation interests, at such rate as you shall determine, handling fees and service charges.
11. We agree that all interest generated or accrued from our Trust Monies belong to us and we further agree that TASHB is entitled to impose a surcharge fee to us for providing the payment of interest. Trust Monies below RM2,000 (or the minimum amount set by TASHB) does not entitle us to any interest nor we are being imposed with the surcharge.
12. We authorise you to deal, in any manner as you shall deem fit, with all or any of the securities purchased for our account for which we have not remitted payment.
13. We authorise you to withhold as you deem fit all or any of the securities purchased and paid by us in our account until the full and final settlement of any and / or all contra losses in our trading account.

## COVENANTS AND UNDERTAKINGS (Continued)

14. In addition to and not in derogation of any of the provisions herein, we agree, confirm, covenant and undertake that you shall be entitled to sell, dispose of and / or deal with in any manner you shall deem fit at your discretion and without any prior notice or reference to us at any time or from time to time, all securities in the Central Depository System (CDS) account associated with the trading account whether fully paid or otherwise as payment for and/or in settlement of all monies now or from time to time due or payable to you under or pursuant to or in connection with our account or such other account(s) with you or otherwise howsoever due from us to you. You shall be entitled to do or refuse to do all such acts or things in respect of the securities in our trading account and / or CDS Account as is necessary including without limitation to refuse to or disallow us to transfer any or all of the securities in the account(s) to give effect to the provisions herein.
15. We authorise you to mortgage, pledge or hypothecate the securities for a sum not exceeding the outstanding balance in the margin account and without any obligation to retain in your possession or control securities of like character.
16. We authorise you to sell or dispose of any or all the collateral, in any manner at your discretion, in order to meet the prescribed margin requirements.
17. You shall have the right at any time hereafter with or without notice to us or our concurrence to set off against the proceeds of the sales of our securities and trust monies in our trading account against any of our liabilities to you liquidated or otherwise whether such liabilities are in respect of monies payable hereunder or otherwise howsoever due from us to you.
18. In addition and without prejudice to any of the above, we hereby expressly, unconditionally and irrevocably authorise you to debit our account(s) with you including but not limited to our aforesaid trading account with all or any amounts due or owing from us whether arising from or in respect of purchases of securities by us and / or contra losses incurred by us and / or all other monies payable by us to you or may be due from us to you from time to time.
19. We hereby irrevocably authorize and instruct you to sell our fully paid shares to settle any outstanding amount owing by us hereunder or otherwise however due from us to you.
20. We agree that the ESP authorisations herein shall continue to be in force until we expressly revoke them by giving notice in writing delivered to TASHB or the closure of the designated Bank Account, whichever is the earlier. TASHB may in its absolute discretion terminate the ESP service by giving us a written notice to our last known address or our registered email address with you.
21. We consent to the disclosure by TASHB to the participating bank and to any relevant person of all or any of the information in relation to or concerning the transactions effected through the Trading Account such as the contract or the contra statement number, amounts due thereunder, the Trading Account number and such information as may be necessary or appropriate or that may arise in order to effect, or as a result of, the payments to the designated Bank Account by TASHB or the payments by us to TASHB from the designated Bank Account through the ESP service.
22. We agree TASHB paying into our designated Bank Account all net sale proceeds and / or contra gains due to us after deducting all outstanding charges, contra losses, etc. arising from transactions effected through the above Trading Account.
23. We agree to authorize our DR to execute on our behalf, from time to time but without revoking this ESP service, request to TASHB for the payment of the sales proceeds to be issued to us via alternative modes and to deduct any charges upfront.
24. To refund to TASHB of any payments wrongly made to us or wrongly credited into our bank account or as Trust monies.
25. We agree to comply with all policies and procedures established by TASHB.
26. We declare that all orders made by us through the telephone shall not be revoked or withdrawn by us and shall therefor be confirmed.
27. We declare and agree that you may at any time and at your absolute discretion suspend or close our account with or without giving any reason therefor.
28. As investment in securities involves risk, we agree that you shall have the right at any time to limit purchases or sales ordered by us and TASHB shall not be liable for any loss arising from any limit on purchases or sales ordered by us.
29. We declare that we have received the most recent trading guidelines enclosed with this application form and have read and understood the said guidelines and agree that we will not make any claims against you in the event we suffer loss or damage as a consequence of our failure to observe or comply with the trading guidelines now existing or such other trading guidelines issued by you from time to time.
30. We agree that we shall have no claim whatsoever against you for any payments in respect of securities sold by us or for delivery of documents of titles of securities purchased by us in the event we have authorised our DR or any other person to collect payments and / or documents of titles of securities on our behalf from you.
31. Any statement of account furnished by TASHB the correctness by which is certified by an officer of TASHB shall be conclusive and binding on us.
32. We agree to at all times indemnify you and keep you fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs, debts, interests, legal fees (on a full indemnity basis) and expenses whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted and payable in any way howsoever (including without limitation, negligence, on your part or the part of your agents, employees or servants) against or by you to any person arising out or incidental to all matters relating to our account with you including without limitation the agreements, undertakings and covenants herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of our account with you.

## COVENANTS AND UNDERTAKINGS (Continued)

33. We shall forthwith notify you in writing of any change of address / email address on our part. Should you fail to receive our written notification, any notice including of Contract Notes, Contra Statements, monthly Statement of Accounts sent by you to the address / email address last known to you shall be deemed effected upon the expiry of two (2) days after the same is sent by ordinary post / email without having to prove the posting of the same.
34. We agree that the service of any legal process which includes pleadings, all forms of originating process, interlocutory application of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be served under the Rules of High Court 1980, Subordinate Court Rules 1980, Companies Act 2016, Bankruptcy Act 1967 and Debtors Act 2016 and the rules made thereunder may be served by prepaid ordinary post sent to the address as given by us in the application form or the new address as provided in paragraph 33 above and shall be deemed to have been duly served and duly received by us upon the expiry of two (2) days after the same is effected notwithstanding that the same may be returned in the post.
35. In the event that any one or more of the provision(s) contained herein shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing the terms herein (being the law of Malaysia) or its performance, such unenforceability, illegality or invalidity shall not affect any other provision(s) herein and the provision(s) herein shall then be construed as if such unenforceable, illegal or invalid provision(s) had never been contained herein.
36. We hereby undertake, in such manner and within such period as maybe specified by the Bursa Malaysia Depository Sdn Bhd ("Bursa Depository"), to furnish to you, or to Bursa Depository, as the case maybe, the name and other particulars of our instructing client and / or the name and other particulars of the beneficial owner of the securities deposited in the securities account opened in our name.
37. A statement or certificate by TASHB as to any sum or sums of any kind or nature whatsoever (whether actual or contingent) outstanding or due from or owing or payable by us to TASHB in this Agreement and / or under or pursuant to or in connection with or for any purposes herein or for any purposes of the trading, margin or other accounts shall, in the absence of manifest error, be final, conclusive and binding on the parties hereto for all purposes, including legal proceedings.
38. We consent to the disclosure by Bursa Depository to TASHB, and to such agents, service providers and sub-contractors of TASHB as informed by TASHB to Bursa Depository, of information or documents relating to our affairs and in particular, relating to our securities account. This consent shall be valid until revoked by us. We release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability we may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
39. We consent to the updating of our information in our trading account to reflect the same information updated by us from time to time in our CDS account via Central Depository System, Bursa Anywhere Mobile Application or any other systems approved by Bursa Depository, unless notified otherwise in writing within two (2) business days of the updating by us.
40. We instruct and authorise TASHB to deliver the contract notes, monthly statements, letters, circulars and other mean of communications whatsoever (collectively referred to as "eStatements") to us via email to our email address as provided herein and / or made available in the e-statement portal; confirm the email address as provided herein is true and correct; agree to immediately inform TASHB in writing in the event there is a change to our email address or there is an intension to revoke the standing instruction to receive the eStatements via email as provided herein; understand, accept and assume the inherent risks in receiving the eStatements. The inherent risks include but not limited to the security risk of interception, unauthorised access and risk of corruption to such communications and the risk of viruses, hacks or other harmful devices whatsoever and we will not hold TASHB or its employee or agent responsible and / or liable whatsoever of such inherent risks; understand and agree that we will no longer receive statements in hardcopy from via the postal service once TASHB process our request save as provide hereunder; agree to inform TASHB immediately in the event of not able to receive / view / print / download the eStatements; agree to receive the eStatements in hardcopy via postal services or other means of communications as may determine by TASHB in the event of remote possibility of system failure.
41. We consent to the updating of our information in our trading account to reflect the same information updated by us from time to time in our CDS account via Central Depository System, Bursa Anywhere Mobile Application or any other systems approved by Bursa Depository, unless notified otherwise in writing within two (2) business days of the updating by us.

## INVESTMENT DECISION

1. We agree and understand that TASHB prohibits its DR, employees, officers from giving and making any investment advice, suggestion or recommendation and any such advice, suggestion or recommendation so given or made shall be deemed to have been made by the DR, employee or officer concerned in his individual capacity. TASHB shall have no liability or responsibility whatsoever in respect of any losses suffered or incurred by us as a result of or arising from such advice, suggestions, recommendations or information.
2. We further acknowledge and agree in relation to any information, document, recommendation or advice received by us either directly or indirectly from TASHB and / or its DR, employee and / or officer that:
  - 2.1. no representative or warranty is made by TASHB as to its accuracy, completeness or correctness;
  - 2.2. any opinion expressed therein are subject to change without notice;
  - 2.3. any recommendation contained in the same does not have regard to the specific investment objectives, financial situation or the particular needs of ours or any other recipient of the recommendations; and
  - 2.4. all such information, documents, recommendations and / or advice are for general information only.

## ACTING AS PRINCIPAL AND MONEY LAUNDERING

1. We also hereby warrant that:
  - 1.1. Unless and until we notify TASHB to the contrary in writing:
    - a) we are the underlying principal of the Account(s);
    - b) no person other than us have or will have any interest in the account;
    - c) all monies which will be paid to TASHB shall come from a lawful source of activities and not unlawful activities (as defined under Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")); and
    - d) we further declare and certify that necessary "know-your-client" checks have been conducted on us including but not limited to the identity, existence, address and nature of our business.
2. Notwithstanding paragraph 1.1 hereof, We hereby agree and undertake irrevocably and unconditionally that:
  - 2.1. We shall advise TASHB forthwith in writing of any change to the particulars of this agreement;
  - 2.2. We shall disclose and furnish to TASHB any information required or deemed necessary and to the satisfaction of TASHB in a timely manner within the period specified by TASHB, whether or not for the purposes of complying with laws, rules, regulations directives and guidelines of BNM and or given, made or established TASHB; and
  - 2.3. Pending receipt of information by TASHB from us and until received and verified thereof to the satisfaction of TASHB and / or the relevant authorities, TASHB shall neither be obliged to proceed with any transactions nor placed any monies, funds or securities("Assets") given by us and which is already in the possession of TASHB and TASHB shall be entitled (and authorised) to retain the Assets for the time being; any assets requested to be returned to us shall be returned to us after TASHB receives satisfactory clearance from the relevant authorities; and in no event shall TASHB or companies within the TA Group of Companies be liable for direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of TASHB's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under AMLA.

## FORCE MAJEURE

1. TASHB shall not be liable to us for any partial performance, delay in performance or non-performance of any of its obligations under the Agreement or any other agreement with us by reason of any cause beyond TASHB's control including but not limited to any act of force majeure, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, the failure of any exchange, market or clearing house or the failure of any relevant correspondent or other agent for any reason to perform its obligations, war, hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, frost, storms or explosion.
2. We agree that any and all securities documents and / or other property hereafter deposited with TASHB, whether held by TASHB or its agents, are at our sole risk as regards to loss, destruction or damage.

## MEMORANDUM OF DEPOSIT OF SHARES

In addition to the above, We hereby pledge to you all the shares and other securities, held from time to time, in our trading account which have been fully paid, in our custody account, Central Depository System (CDS) account and / or the CDS account in the name of TASEC NOMINEES (TEMPATAN) SDN BHD or TASEC NOMINEES (ASING) SDN BHD or TA NOMINEES (TEMPATAN) SDN BHD or TA NOMINEES (ASING) SDN BHD held in our favour (hereinafter called "the said securities"), on the following terms and conditions:-

1. We confirm that we are the legal and beneficial owner of the said securities and that we are entitled to pledge the said securities to you.
2. The said securities shall be the continuing security to you for the general balance of our debts to you, which includes but is not limited to any monies now and hereafter due from time to time under our trading account, margin account and / or any other account with you.



## MEMORANDUM OF DEPOSIT OF SHARES (Continued)

3. In the event that any debts remain outstanding for more than twenty one (21) 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, you may at your sole and absolute discretion but without any obligation and at any time thereafter, without giving us any notice, sell the said securities to settle such debts, in which event we shall have no recourse against you or your nominee in respect of any loss that we may suffer arising out of or in relation to or connected with such sale or this agreement.
4. The said securities may be registered by you in your name or in the name of your nominee. If any of the said securities are held in our CDS account, you shall be empowered in accordance with Section 40 of the Securities Industry (Central Depository) Act 1991, to request the Bursa Depository to transfer such shares into your securities account or your nominee's securities account. Notwithstanding the aforesaid, neither you or your nominee 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 yourself or your nominee. Further, while the said securities are in the custody, possession or control, of yourself or your nominee, you shall not be responsible to ensure that any rights issue, bonus or dividends declared in respect of the said securities are taken up, received or collected by you.
5. We enclose herewith such duly executed transfer 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 in the blank and we authorised you to fill in the aforementioned details in the transfer forms. In the event that further documents are necessary to effectively transfer the said securities, we shall immediately upon your demand execute such documents.
6. We hereby irrevocably and unconditionally authorise you or our DR to make enquiries and / or to request and to receive information or Statement of our stock balance from TASHB in-house system, as and when you shall see fit and / or deemed necessary by you in your sole and absolute discretion without the need to seek our consent. 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 we hereby undertake to indemnify you and keep you fully and effectively indemnified 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 6 of this agreement.
7. We hereby appoint you or any of your Attorneys and in our name or in the name of yourself or your Attorney, as the case may be, to, in the event any debt remains outstanding for more than twenty one (21) days or any other period of time as may be prescribed by you in your sole and 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 we could do in connection therewith and in particular but without prejudice to the generality of the 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 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 yourselves.
8. We hereby acknowledge that you will not be liable for any loss or damage of the shares or other securities deposited under this account unless due to your negligence or wilful 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 other reasonable cost related to the replacement of the physical certificates only and does not include or oblige you to buy back the shares or other securities for us from the stock market. The replacement certificates will only be returned to us upon your receipt of the same from the Registrar.
9. Any notice or demand required to be made or given to us hereunder will be send by email / ordinary post to our last known email / address and shall be deemed to have been received by us within the same day / two (2) days after the date of posting without having to prove the posting of the same.
10. We hereby acknowledge that you will not be liable for any failure in performing any of its obligations under this agreement or any claim in respect of any loss, expense, cost, injury, damages or liabilities which are directly or indirectly caused by or resulted from or arisen from the operation of this account.
11. We hereby irrevocably and unconditionally authorise you to disclose our available balance of shares in our account to our DR and agree that you will not be liable for any claims, actions and proceedings and losses whatsoever nature which may be incurred as a result of this authorisation.

## AUTHORISATION (Optional)

We hereby authorise and empower the following person(s) ("Representatives" which expression shall include their substitutes):-

	<u>Name</u>	<u>NRIC No.</u>
1	_____	_____
2	_____	_____
3	_____	_____

## AUTHORISATION (Optional) (Continued)

to carry out the following functions in our name and on our behalf or otherwise in the name(s) of the abovenamed Representatives to do and execute either jointly or severally as and when the Representatives shall either jointly or severally deem fit:-

- a) To deliver Security Transfer Request Form and / or any other Request Forms duly completed by us to you.
- b) To collect cheques payable to us from you.
- c) To carry out all and any other matters (administrative or otherwise) relating to our trading activities with you.

In consideration of you acknowledging this Authorisation, we hereby agree to the following :-

1. We shall not make any claims against you for all and any matters relating to this Authorisation.
2. We declare that you shall not be held liable or responsible to us for any loss or damage however and whatsoever arising as result of any act, neglect, omission or negligence of the Representatives or any of them in their execution of their powers under this Authorisation.
3. We shall at all times fully and effectively indemnify you and keep you fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs and expenses whatsoever made, taken, brought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever (including without limitation negligence, innocent or fraudulent, on your part or on the part of your agents, employees or servants) against or by you to any person arising out of or incidental to this Authorisation.
4. We declare that this Authorisation being given for valuable consideration shall be valid until written revocation is given by us to you duly acknowledged by you or any of your authorised officer and in any event communicated to you in writing before the execution of the above in relation to our account.
5. Failure or delay on your part to insist in any one or more instance(s) upon the performance of any provisions of this Authorisation shall not be construed as a waiver or relinquishment of any of your right to future performance of such provisions and our obligation in respect of such future performance shall continue in full force and effect.
6. In the event that any one or more of the provision(s) contained in this Authorisation shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this Authorisation (being the law of Malaysia) or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Authorisation and this Authorisation shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
7. We shall ratify and confirm all and whatsoever the Representatives shall do in the premises by virtue of this present.

## PERSONAL DATA PROTECTION ACT 2010 (PDPA)

The Personal Data Protection Act 2010 (hereinafter referred to as the "Act"), which regulates the processing of personal data in commercial transactions, applies to TA Securities Holdings Berhad (hereinafter referred to as "TASHB", "our", "us" or "we"). For the purpose of this personal data notice, the terms "personal data" and "processing" shall have the meaning prescribed in the Act.

This personal data notice applies to any person whose personal data is processed by TASHB.

1. The personal data processed by us includes your name, contact details, email address, username, information of any past breaches or convictions under any law, the relevant services provided to you and any other personal data required for the purposes set out in paragraph 2 below.
2. Subject to the relevant laws, including the Securities Industry (Central Depositories) Act 1991 in respect of depositors' information maintained by Bursa Malaysia Depository Sdn. Bhd., TASHB may use your personal data for the following purposes ("Purposes"):
  - a) To enable it to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, any other written law, the rules of BMSB and its related companies (hereinafter collectively referred to as "BMSB") or any co-operation arrangement with any relevant authority or any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant local or foreign laws;
  - b) To enable it to discharge its contractual obligations;
  - c) To enable the resolution of a concern or complaint;
  - d) To provide ongoing information about events and programs, our products and services to people that we believe may be interested in such event, programs, products and services;
  - e) To provide services, to perform research, develop and improve our events, programs, products and services; and
  - f) For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
3. Your personal data is collected from various sources, including information you have provided us, information from third parties and information in the public domain.
4. Subject to relevant laws, your personal data may be disclosed to:
  - a) our parent company, subsidiaries, related and associated companies;
  - b) Bursa Malaysia, Securities Commission, BNM, the Police, Malaysian Anti-Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;

## PERSONAL DATA PROTECTION ACT 2010 (PDPA) (Continued)

- c) any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant laws;
- d) the public at large by publishing the same in accordance with the relevant rules of Bursa Malaysia;
- e) auditors, professional firms or entities; and
- f) any other person which TASHB may think fit,

notwithstanding that any such persons may be outside Malaysia, for any of the above purposes or any other purpose for which our personal data was to be disclosed at the time of its collection or any other purpose directly related to any of the above purposes or where such disclosure is required or authorised by law or by the order of a court.

- 5. Your personal data may be transferred to a place outside Malaysia.
- 6. Our policy on personal data protection shall govern the use and protection of your personal data as our client. For details of the policy and any updates, please refer to [www.tasecurities.com.my](http://www.tasecurities.com.my). This policy may be reviewed by us from time to time.
- 7. We hereby expressly and irrevocably consent and authorise TASHB, and / or its subsidiaries and associate companies (as the case may be) to disclose any information that we have provided / disclosed to TASHB and / or its subsidiaries and associated companies (as the case may be) for the purposes of cross selling, marketing and promotions, with other companies within TASHB, its agents, servants and / or such persons or third parties as TASHB may deem fit.

By providing to us your personal data, you hereby consent to the processing of your personal data in accordance with all of the foregoing.

## CLIENT'S DECLARATION

By signing this Application for Opening of Trading Account (Corporate) Form,

- 1. We acknowledge that we have read and clearly understood the aforesaid ESP terms and conditions, risk disclosure statements of this Application for opening of Trading Account, covenants and undertakings, memorandum of deposit of shares, authorisation and PDPA, and hereby agree to abide by the authorisation (if any), all the covenants and undertakings as stated and may be amended from time to time governing such an account.
- 2. We acknowledge that we have received a copy of the STRUCTURED WARRANTS – RISK DISCLOSURE STATEMENT and understand its contents which have been explained to us. We confirm that we would like to trade in STRUCTURED WARRANTS.
- 3. We hereby agree that the signature(s) below shall also be the specimen signature(s) for all communications, instructions and transactions requiring our signature.
- 4. As required by the Rules of BMSB, we do solemnly declare that the dealings in securities in respect of our account shall be carried out:

for us as principal

for and on behalf of the party set out below, from whom, through whom or on whose behalf the securities are to be dealt with:-

Name of party concerned: \_\_\_\_\_

NRIC / Passport / Company No: \_\_\_\_\_

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

Applicant may be required to execute additional documents in accordance to the Rules of BMSB;

- 5. To be completed by applicants who wish to trade in Bursa Multi-Currency Securities and Securities Listed on Recognised Stock Exchanges (Foreign Stocks Trading) – (For Malaysian Residents Only).

5.1 This declaration is pursuant to the foreign exchange control regulations imposed by the BNM.

5.2 In relation to our foreign stocks trading, we hereby do solemnly declare as follows:-

5.2.1. Domestic Borrowing :

- a.  that we have no domestic borrowing; or
- b.  that we have domestic borrowing and that our aggregate investment abroad is not more than RM50 million equivalent per calendar year; or
- c.  that we have domestic borrowing and that our aggregate investment abroad is more than RM50 million equivalent per calendar year.

5.2.2. Source of funding of the investment:

Own funds                       Domestic borrowings                       Offshore borrowings

5.2.3. We declare that the Registration / Approval ID assigned to us by BNM for Foreign Stocks Trading is : \_\_\_\_\_

**CLIENT'S DECLARATION (Continued)**

**5.3 Modes Of Settlement For Foreign Stocks Trading (To tick only if you wish to settle in foreign currency)**

Transactions for the trading account(s) may at our request be settled in a currency other than Ringgit Malaysia ("RM") but at a rate of exchange determined by TASHB at its sole discretion. We agree that the instruction given shall cover all transactions from now onwards and that it will remain in force until a written instruction to the contrary is given to and acknowledged by TASHB.

Please tick ( ✓ ) if you wish to settle in foreign currency / traded currency otherwise settlement will be in RM. (see note below).

In the event that we do not have sufficient foreign currency in our account for settlement of trades on T+1 by 1.30pm, we authorise TASHB to purchase the equivalent amount of foreign currency at the prevailing exchange rate on T+1 to settle for the outstanding trades in our account. We undertake to pay to TASHB the amount due and agree to indemnify TASHB against any risk of loss or damage or any cost or expense arising from the currency conversion.

- Note**
1. The foreign currency settlement is only available for the following stock exchanges: Australia Stock Exchange (ASX), Stock Exchange of Hongkong (SEHK), London Stock Exchange (LSE), Singapore Exchange (SGX), NYSE American (NYSEA), NASDAQ (NASD), New York Stock Exchange (NYSE) and Bursa Malaysia (BURSA).
  2. Please complete W-8BEN form issued by IRS of US if you wish to trade in US Securities.

Definitions

1. Domestic borrowing means:-

Ringgit advance, loan, trade financing, hire purchase, factoring, leasing facilities, redeemable preference shares or similar facility in whatever name or form, other than:

- trade credit terms extended by a supplier for all types of goods & services
- forward exchange contracts entered with authorised dealers
- one personal housing loan and one vehicle loan obtained from residents
- credit card & charge card facilities
- inter-company borrowing within a corporate group

2. Resident means:-

- a citizen of Malaysia, excluding a person who has obtained permanent resident status in a territory outside Malaysia and is residing outside Malaysia
- a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is residing permanently in Malaysia; or
- a person, whether body corporate or unincorporate, whether head office or branch, incorporated or registered with, or approved by any authority in Malaysia

and we make this solemn declaration conscientiously believing the same to be true.

Authorised Signatory(ies) \_\_\_\_\_  
 Name \_\_\_\_\_  
 NRIC No. \_\_\_\_\_  
 Date \_\_\_\_\_

\*Witness's Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 NRIC No. \_\_\_\_\_  
 Date \_\_\_\_\_

\* The witness must be either your DR, a Commissioner for Oath, a Notary Public or Authorised Officer(s).

<p><b><u>FOR OFFICE USE</u></b></p> <p>DR's Signature Verified By :</p> <p>CDS A/C :</p> <p>058 – _____ – _____</p>
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**CLIENT EVALUATION (To Be Completed By DR)**

**PART A: INVESTMENT TRADING BEHAVIOUR (applicable to client with trading records)**

- Short Term  Long Term  
 Medium Term

**PART B: PAYMENT PATTERN (applicable to client with trading records)**

- Poor (Contra most of the time,difficult to collect losses)  Normal (Pays for purchases and contra losses when due)  
 Slow (Waits till due date to contra, pays only when necessary for losses)  Prompt (Pays before due date for purchases and contra losses)

**PART C: ABILITY TO EVALUATE RISK**

- Poor  Above Average  
 Average  Excellent

**PART D: RISK CAPACITY (actual losses client can absorb)**

- Below RM 25,000  RM 250,001 – RM 500,000  
 RM 25,000 – RM 100,000  Above RM 500,000  
 RM 100,001 – RM 250,000

**PART E: KNOWLEDGE OF TRADING RULES**

- Poor  Above Average  
 Average  Excellent

**PART F: DR's DECLARATION**

Duration I have known applicant \_\_\_\_\_ (Years)

How do I know applicant \_\_\_\_\_

Credit Limit recommended (a) Non-Margin Account RM \_\_\_\_\_

(b) Margin Account RM \_\_\_\_\_

Other background information to justify recommendation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous dealings with applicant \_\_\_\_\_

I hereby submit this application to open a trading account with TASHB and request you to approve this application and allow me to act as the DR for the said applicant. As a DR of TASHB, I hereby confirm that all information given herewith by the said applicant is true and correct to the best of my knowledge. I further confirm that the applicant is known to me personally.

I shall keep you fully indemnified against any lossess, damages, debts, interests, charges and all other costs and expenses incurred or suffered by you in relation to the trading account of the above mentioned applicant.

DR's signature \_\_\_\_\_ Code \_\_\_\_\_

Name \_\_\_\_\_ NRIC No. \_\_\_\_\_

Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

Documents required	Document Submitted		Remarks
1. Trading Account Opening Form-Corporate	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. CDS Account Form ( <b>Opening / Updating / e-dividend / Closing / e-mail</b> )	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3. 2 sets of ctc - Board resolution (Trading & CDS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. A certified true copy of the following or its equivalent:- i. M&A / Constitution ii. NRIC of the authorised personnel and directors iii. Identification documents of the natural persons / ownership holding >25% Notice of registration - Form 8 / 9 (CA1965) or Sect 15 (CA2016), Return of Allotment of share- Form 24 (CA65) or Sect 78 / Sect 51 (CA2016), Notice for change in the Registered Address - Form 44 (CA65) or Sect 46 (CA2016), Notice of change in the Register of Director,Managers and Secretaries - Form 49 (CA65) or Sect 58 / Sect 57 (CA2016). Latest Financial Statement	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/> No	
5. 2 Sets of Power of Attorney (if applicable)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6. Cash (RM10) / Cheque (RM10.00)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DT TA <input type="checkbox"/> DT .....

Verify Details Against Documents	Details Correspond		Remarks
1. Board Resolution – Authorisation - To deal in securities - To open Trading & CDS account - To operate Trading and CDS transaction: Authorised Name, NRIC No, designation, specimen signature - To affix common seal / rubber stamp - Operating instruction - if more than one signatories to sign	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. M&A / Constitution : Name, object clause allows Company to invest (buy & sell shares)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3. Name, registration no, place of incorporation, type & Date - Form 8 / 9 or Sect 14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. Change of name (if applicable) - Form 13 or Sect 28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5. Latest Annual Return / ownership - Form 24 or Sect 78 / Sect 51	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6. Registered address & ownership - Form 44 or Sect 46	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Return Giving Particulars In Register of Directors, Managers & Secretaries and Changes Of Particulars - Form 49 or Sect 58 / Sect 57	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Power of Attorney (if applicable):- - Resolution by the Board / Power has not been revoked / Registered with High Court - Specify Attorney's name & authority to deal in securities - 2 photocopies of NRIC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Foreign Incorporated Companies - contents of documents translated to English by a certified translator (1 original version & 1 translated CTC)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10. Bankruptcy (Director)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
11. Printed Credit / Screening Report	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
12. Completed Risk Profiling Sheet	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

**CLIENT MAINTENANCE**

Verified by : \_\_\_\_\_

Data entry by : \_\_\_\_\_

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

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

Approved by : \_\_\_\_\_

Checked by : \_\_\_\_\_

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

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

**RECOMMENDATION : CREDIT CONTROL DEPARTMENT**

Recommended

Declined

Credit Limit recommended (a) Non-Margin Account RM \_\_\_\_\_ (b) Margin Account RM \_\_\_\_\_

Justification \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommended by \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL**

Approved

Declined

Credit Limit recommended (a) Non-Margin Account RM \_\_\_\_\_ (b) Margin Account RM \_\_\_\_\_

Approved by \_\_\_\_\_

Date \_\_\_\_\_