

**IMPORTANT NOTE:**

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

## APPLICATION FOR OPENING OF MARGIN FINANCING/NON-MARGIN ACCOUNT

### A. ACCOUNT/FACILITY APPLICATION DETAILS

**Type of Trading Account****Non Margin**

- Cash Upfront Trading
- Collateralised Trading
- Flexi 7 Trading
- Others (Please specify): \_\_\_\_\_

Purpose :  ELI/ ELCI  
 Others (Please specify): \_\_\_\_\_

Margin - (Credit Limit Apply: RM  )

- Margin
- Margin + Trading
- External Margin
- Portfolio Financing
- Portfolio Financing Package Code: \_\_\_\_\_
- External Portfolio Financing
- External Portfolio Financing Package Code: \_\_\_\_\_
- Others (Please specify): \_\_\_\_\_

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

### B. APPLICANT DETAILS

Mr.  Ms.  Mdm.  Others (Please specify): \_\_\_\_\_

**Name/Company Name (As per registered documents)**


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

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

Nationality/Place of Incorporation

**Residential Status**

Resident

- All Malaysian citizens except the following:
  - i. Malaysian citizen who has obtained Permanent Resident (PR) status of a country or a territory outside Malaysia and is residing in Malaysia for less than 182 days in a basis year. **OR**
- A Non-Malaysian citizen who has obtained Permanent Resident (PR) status in Malaysia and is ordinarily residing in Malaysia for 182 days or more in a basis year. **OR**
- A body corporate incorporated or established, or registered with or approved by any authority in Malaysia. **OR**
- An unincorporated body registered with or approved by any authority in Malaysia. **OR**
- The Government or any State Government.

Non Resident

- Any person other than a resident. **OR**
  - Malaysian citizen who has obtained Permanent Resident (PR) status of a country or a territory outside Malaysia and is residing in Malaysia for less than 182 days in a basis year. **OR**
  - An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company. **OR**
  - Embassies, Consulates, High Commissions, supranational or international organization.
- For the avoidance of doubt, this includes Malaysian Embassies, Consulates and High Commissions

Note: For individuals with Permanent Residency status, the determination shall be guided by existing tax ruling<sup>1</sup> in Malaysia.

<sup>1</sup>Kindly refer to Inland Revenue Board of Malaysia's website at <http://www.hasil.gov.my> for latest updates.

Marital Status  Single  Married  Others \_\_\_\_\_

Race  Bumiputra  Chinese  Indian

Mother's Maiden Name (Mandatory field for security reason)

Others (Please specify): \_\_\_\_\_

**Registered Address (as per NRIC)**


Postcode  City  State

Country

Correspondence Address  Tick here, if your correspondence address same as above registered address (as per NRIC)

Postcode  City  State

Country

E-mail Address

Preferred Contact No.  Mobile   Home   
 Office   Fax

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## C. EMPLOYMENT/BUSINESS DETAILS

### Employment Status

- Salaried  
 Self Employed  
 Commission Earner  
 Unemployed (  Student  Housewife  
 Others (Please specify): \_\_\_\_\_ )  
 Retired (For retiree, please specify last employment prior to retirement): \_\_\_\_\_

### For Bank Use

Occupation Code \_\_\_\_\_  
 Employment Sector \_\_\_\_\_  
 Employment Type \_\_\_\_\_  
 Industry Sector Code \_\_\_\_\_  
 AML SIC Code \_\_\_\_\_  
 iMatch SIC Code \_\_\_\_\_

Occupation

### Name of Employer

### Years in Company

(YY)  (MM)

### Employer Address

Postcode  City  State

Country

Nature of Business  Monthly Income (RM)

## D. EMERGENCY CONTACT (MANDATORY)

### Name (As per registered documents)

### Relationship with applicant

- Spouse  Child  
 Others (Please specify): \_\_\_\_\_

Contact Phone No.

## E. INVESTMENT ASSESSMENT ON OBJECTIVE, EXPERIENCE & ESTIMATED NETWORTH

- 1 Purpose of investment** (you can provide more than 1 answer)
  Retirement Fund  Saving  Child's Education  
 Constant Income  Capital Gain  Others (Please specify): \_\_\_\_\_

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

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

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

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

- Please state number of account(s): \_\_\_\_\_  
 Nil

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

- Yes  No

5 Source of fund (Please tick one only)	Source of wealth (Please tick one only)
<input type="radio"/> F01 - Salary	<input type="radio"/> F01 - Salary
<input type="radio"/> F03 - Business	<input type="radio"/> F03 - Business
<input type="radio"/> F16 - Saving	<input type="radio"/> F16 - Saving
<input type="radio"/> F07 - Inheritance	<input type="radio"/> F07 - Inheritance
<input type="radio"/> Others (please specify): _____	<input type="radio"/> Others (please specify): _____

### \*Note

Source of fund: The origin of funds use for investment  
Source of wealth: The wealth/assets accumulated from

### 6 Estimated Networth (Total Assets-Total Liabilities)

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

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**7 What stocks categories would you be interested in?**

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

We provide you professional service and guidance to build wealth via share investment and the CDS account will be opened under Nominees. You will enjoy the Nominees CDS features/ services as follow.

<b>Account Name</b>	Under nominee (example Alliance Group Nominee Tempatan for Lim Leong)
<b>IPO application</b>	Not eligible
<b>Paperwork on corporate exercise</b>	Handle by broker/banker (upon instruction with a fees charge)
<b>Dividend</b>	Credit to banking account with banker
<b>Attending AGM</b>	Eligible but have to get Nominee to appoint as proxy
<b>Annual Report</b>	Have to request from Nominee
<b>Share Transfer</b>	Handle by broker/banker (upon instruction with a fees charge) Share only can transfer to own account.

**F. FINANCIAL PARTICULARS (CORPORATE APPLICATION ONLY)**

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

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

**Total Liabilities (RM)**  as at   -        DD / MM / YYYY

**Net tangible Asset (RM)**  as at   -        DD / MM / YYYY

**G. ACCOUNT RELATIONSHIP WITH ALLIANCE BANK GROUP**

Do you have an existing account with subsidiaries of Alliance Bank Group?  
If yes, please provide the following details:

Yes     No

Name	Account Number

Are you a guarantor for any account or had previous record held in subsidiaries of Alliance Bank Group?  
If yes, please provide the following details:

Yes     No

Name	Account Number

**Related Parties**

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

Yes     No

Name	NRIC Number	Relationship

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

Yes     No

Name	NRIC Number	Relationship

\*Alliance Bank herein refers to Alliance Bank Malaysia Berhad and its wholly-owned subsidiaries and Alliance Islamic Bank Berhad.

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## H. CHARGES FORM & CONTRACT NOTE DELIVERY OPTION

I hereby acknowledge the following charges and fees: -

### Documents/Activities

CDS A/C Opening Fee

Others: \_\_\_\_\_

### Stamping/Other Fee (RM)

RM10

( ) Please debit my settlement account to be opened with Alliance Bank/ CASA account \_\_\_\_\_ being payment of the above.

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

All **contract notes** shall be made available via Alliance Bank Malaysia Bhd (ABMB) or any other stockbroker. Should you require physical copy of contract note, please indicate "v" at the following:

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

For Direct Margin/ Share Trading account, your settlement account statement shall be made available via Alliance Online (AOL) and portfolio statement will be available at StockTrading Platform/ StockBanking.

For External Margin account, your settlement account statement shall be made available via Alliance Online ("AOL") and portfolio statement also will be available via Online/ External Margin Portal.

Should you prefer to receive the settlement account statement and portfolio statement via email, please indicate with "v" at the following:

I required the settlement account statement and portfolio statement via email (email address as per section B above)

## I. STRUCTURED WARRANT RISK DISCLOSURE STATEMENT

- 1 This statement is provided to you in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad (" Rules of Bursa Securities").
- 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:
  - (a) The purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
  - (b) In order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry dates;
  - (c) Under certain conditions, it may become difficult to sell the structured warrants;
  - (d) Upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of structured warrants;
  - (e) Placing of contingent orders, such as "stop-loss" or "stop-limit" orders will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; and
  - (f) The high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
- 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 warrant before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of a structured warrant, you should consult your broker.

## J. DECLARATION BY APPLICANT

- 1 I/We confirm that all information given above is true and accurate. I/We have not withheld any material fact or information and authorise Alliance Bank Malaysia Berhad 198201008390 (88103-W) (hereinafter called "the Bank") and its appointed stockbroker/stockbroking firm to verify the information from whatever source it considers appropriate.
- 2 By submitting this application, I/we hereby expressly and irrevocably consent and authorize the Bank to:
  - a) Disclose my/our information to relevant authorities or sources to obtain and/or validate my/our Tax Identification Number (TIN) from relevant tax authorities or sources for e-Invoicing purposes; and
  - b) use my/our relevant information provided herein including the duly validated TIN number for issuance of e-Invoice or related documentation for any applicable transaction in compliance with any applicable tax laws and regulations.For more information on LHDN e-Invoice requirements, please visit LHDN's website at <https://www.hasil.gov.my/e-invois/>
- 3 I/We hereby consent and authorise the Bank (including its appointed stockbroker/stockbroking firm) to verify with and/or disclose to the party(ies) stated in Clause 17 (Disclosure Of Information) of the Terms and Conditions herein which it deems fit including but not limited to the Central Credit Unit of Bank Negara Malaysia (BNM), the Central Credit Reference Information System of BNM and/or any authority or body established by BNM, information concerning or relating to me/us whether financial or otherwise, for the purpose which it deems fit.
- 4 I/We authorize the Bank to confirm this from any source that the Bank may choose and further to seek and obtain credit information related to my/our application from any credit reporting agencies governed by the Credit Reporting Agencies Act 2010 ("CRA"). I/We understand that this information will be used for the purpose of assessing my/our creditworthiness for this application, conducting credit review for the Bank's credit risk management and assessing future financing opportunities.
- 5 I/We hereby declare and agree that any data/information (including personal data) relating to or arising from or in connection with my/our application hereunder and also information pertaining to my/our affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank (including its appointed stockbroker/stockbroking firm) for the purpose of processing this application.

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## J. DECLARATION BY APPLICANT

- 6 I/We hereby authorise and permit the Bank (including its appointed stockbroker/stockbroking firm) to provide any information concerning me/us, this application, my/our present and future accounts and facilities, products and/or services from/with the Bank or its appointed stockbroker/stockbroking firm, to any financial institutions granting or intending to grant any credit facilities to me/us, any credit bureaus, any relevant authority(ies) including but not limited to tax authorities, body(ies), person(s) or agency(ies) as may be authorised by law to obtain such information or establishment by Bank Negara Malaysia (BNM), any other financial institutions or establishments to facilitate the execution of instruction(s) given by me/us in respect of the credit accounts, products and/or services from/with the Bank (including its appointed stockbroker/stockbroking firm), security parties (including guarantor), and the Bank's auditors, lawyers, and/or agents. I/We hereby consent to such disclosure. I/We further expressly consent and authorise (i) BNM to disclose my/our credit information in relation to any of my/our credit facility with the Bank to any other financial institutions, credit reporting agencies, and such other persons as BNM may consider necessary, and (ii) such other financial institutions, credit reporting agencies and such other persons as BNM may consider necessary to use such credit information in relation to any of my/our credit facility with the Bank for the purposes stipulated under section 47(2) of the Central Bank of Malaysia Act 2009.
- 7 I/We acknowledge that a copy of Product Disclosure Sheet (PDS), (if applicable) has been made available for my/our retention. I/We irrevocably agree that the Bank reserves the right to reject the application or reduce the amount (i.e. offer me/us a lower loan/ facility(ies) that applied for) without my/our consent or assigning any reason thereof. I/We understand and acknowledge that actual amount of financing; tenure and interest rate to be provided by the Bank are dependent upon credit evaluation and subject to the Bank's approval and transmission of the Product Disclosure Sheet to me/us does not create any obligation on the Bank to grant me/us any facilities. The Bank reserves the right not to disclose or provide any reason if the application is unsuccessful.
- 8 I/We acknowledge that all fees and charges are available at the Bank corporate website for my reference.
- 9 I/We acknowledge and agree that the Bank may retain, for the benefit of the Bank and without any obligation to account to the me/us, any interest the Bank receives from my/our monies deposited in the trust account (the "Client's Monies") maintained by the Bank in accordance with Capital Markets and Services Act 2007. Subject to the foregoing, the Bank may from time to time, pay such interest as it may determine to me/us in relation to such Client's Monies after taking into account any withholding tax and any administrative expenses incurred by the Bank in maintaining the trust account and I/we agree and acknowledge that any interest paid by the Bank to me/us may be less than that received by Bank.
- 10 I/We hereby confirm that none of my/our spouse(s), parents, children, brothers, sisters, their spouses and/or their financial dependents and/ or our agents and guarantors are in the employment of the Bank or its subsidiaries or are related to a director, officer or employee of the Bank or its subsidiaries. I/We undertake to inform the Bank immediately if any such relationship is established/ intended to be established.
- 11 I/We acknowledge and declare that I/we have read the STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me.
- 12 I/We acknowledge and declare that as an investor of Alliance Bank Malaysia Berhad 198201008390 (88103-W) (hereinafter called "ABMB"), I/we will not be covered by the compensation fund specified under Section 158 of the Capital Markets and Services Act 2007 (CMSA). The compensation fund does not extend to investors who have suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of ABMB. If I/we suffer monetary loss in the above circumstances, I/we may lodge a complaint with ABMB (details as below).

If I/we am/are not satisfied with ABMB's decision, I/we may refer the case to BNMLINK or Financial Markets Ombudsman Service (FMOS) (details as below). This must be done within six (6) months from receiving the final decision from ABMB.

Customer Care Unit	BNMLINK	FMOS
Alliance Bank Malaysia Berhad Level 22, Menara Alliance Bank No. 159, Jalan Ampang, 50450 Kuala Lumpur, Malaysia.  Tel: 03-2600 1800 Email: info@alliancefg.com	4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.  Tel.: 1-300-88-5465 (Malaysia) or +603 2174 1717 (Overseas) Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except for public holiday) Website: bnm.gov.my/BNMLINK	Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  Tel.: +603 2272 2811 Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except for public holiday) Website: https://www.fmos.org.my

## K. PDPA DISCLOSURE CLAUSE

I/We hereby further give consent and authorise the Bank to disclose any information concerning me/us, my/our facilities, products and/or services for the purposes of strategic alliances, cross selling, marketing, and promotions to other departments and/or units within the Bank, other companies in the Bank\*, credit and debts collection agencies, third parties service providers, system vendors, professional advisors i.e. solicitors, property valuer firms, insurers, takaful operators, unit trust management companies, brokers, issuing house, fulfillment companies, merchants or business partners who offer services to the Bank's customers.

With reference to the above, I/we understand the information which shall be limited to my/our name, contact details, products and services information and financial information shall be held by the Bank from time to time and may only be used by the Bank for direct marketing purposes. I/We understand that I/we have the right to withdraw or revoke my/ our consent for my/our information to be used for direct marketing at any time without affecting the performance of the contract by the Bank by notifying the Bank at 03-55169988.

For avoidance of doubt, the consent given herein shall supersede all prior/previous consent(s) given by me/us to any other entities within the Bank.

Yes  No

\*Bank herein refers to Alliance Bank Malaysia Berhad and its wholly-owned subsidiaries, Alliance Islamic Bank Berhad. (Applicable to Corporate Application)

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

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

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

### CRS

#### Part 1: Country/Jurisdiction of Residence declaration

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

- Malaysia tax resident (Please complete Part 2 – if applicable)       Malaysia & Non-Malaysia tax resident (Please proceed to complete Part 2)  
 Non-Malaysia tax resident (Please proceed to complete Part 2)

#### Part 2: Taxpayer Identification Number declaration

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

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

TIN not available due to the following reasons:

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

Reason 2 - No TIN is required.

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

Reason 3 - No TIN because of other reasons.

#### Part 3: Entity Type (FOR CORPORATE APPLICATION ONLY)

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

### FATCA

I represent and declare that I am a

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

Please complete (if applicable)

I hereby confirm that I am born in the U.S but I am not a U.S. Person. I do not have the "Certificate of Loss Nationality", because I have

- (a) Lost this certificate, or  
 (b) Other reason, (please describe) \_\_\_\_\_

I hereby confirm that my residential place is in Malaysia & the only address I have for correspondences is P.O. Box/"in-care-of" address

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

Select one of the following:		FATCA status code (For Bank Use Only)
<input type="radio"/> Non-United States government entities		C
<input type="radio"/> Non-United States central bank		C
<input type="radio"/> Public listed entity (non-FI) that is regularly traded on Bursa Malaysia or another stock exchange outside the United States, including its subsidiaries		D
<input type="radio"/> The entity's revenue is mainly (at least 50%) derived from its core business activity (other than investment activities) Declaration: <input type="radio"/> An entity, out of United States, engaged in an active business other than that of a financial institution		F
Financial institutions (FI) outside United States FATCA Classification (Refer to Form W8-BEN-E): _____	If selected, please complete Form W-8BEN-E	G-T

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<input type="radio"/> The entity is incorporated/organised in United States: Please select one of the categories: <input type="radio"/> Specified U.S. person (Refer to Form W9) <input type="radio"/> Non specified U.S. person (Refer to Form W9)	If selected, please complete Form W-9	A B W (if W9 is NOT completed)
<input type="radio"/> The entity's revenue is mainly (at least 50%) derived from investment activities <u>Declaration:</u> <input type="radio"/> An entity, out of United States, engaged in business other than that of a financial institution  <u>Please select one of the followings:</u> Does the entity have substantial United States Owners? <input type="radio"/> Yes <input type="radio"/> No	If "Yes" is selected, please complete Form W-8BEN-E	U V (if W-8BEN-E is NOT completed)
<input type="radio"/> None of the above	Please complete Form W-8BEN-E	G (if W-8BEN-E is NOT completed)

**Declaration**

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

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

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

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

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

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

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

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

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

**Applicant Signature/Authorised Signatory(ies) & Company Stamp**

*Signature within this box*

**Name:**  
**Identity No:**  
**Date (dd/mm/yyyy):**

**Authorised Signatories (CORPORATE APPLICATION ONLY)**

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

## **Definition of selected terms**

### **CRS**

#### **(a) Taxpayer Identification Number (TIN)**

The term TIN means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual/ entity and used to identify the individual/ entity for the purpose of administering the tax laws of such jurisdiction. For e.g. in Malaysia, the TIN will be the identification number issued by the Inland Revenue Board of Malaysia to individuals/ entities.

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

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

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

#### **(c) Investment Entity**

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

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

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

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

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

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

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

#### **(e) Controlling Persons**

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

### **FATCA**

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

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

**M. DECLARATION ON POLITICALLY EXPOSED PERSON ("PEP")**

I/We declare that I/we am/are a Politically Exposed Person ("PEP") or family member of PEP or close associate of PEP

Yes       No

Politically Exposed Person ("PEP")

Refers to:

- (a) Foreign PEPs – individuals who are or who have been entrusted with prominent public functions by a foreign country. For example, Heads of State or Government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations and important political party officials;
- (b) Domestic PEPs – individuals who are or have been entrusted domestically with prominent public functions. For example, Heads of State or Government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations and important political party officials;
- (c) Persons who are or have been entrusted with a prominent function by an international organization which refers to members of senior management. For example, directors, deputy directors and members of the board or equivalent functions.

The definition of PEPs is not intended to cover middle ranking or more junior individuals in the foregoing categories.

Close associate of PEP

Refers to any individual closely connected to a politically exposed person ("PEP"), either socially or professionally. A close associate in this context includes:

- (a) extended family members, such as relatives (biological and non-biological relationship);
- (b) financially dependent individuals (e.g. persons salaried by the PEP such as drivers, bodyguards, secretaries);
- (c) business partners or associates of the PEP;
- (d) prominent members of the same organisation as the PEP;
- (e) individuals working closely with the PEP (e.g. work colleagues); or
- (f) close friends.

**N. FOR OFFICE USE ONLY**

**Authorised Signatories (FOR BANK USE ONLY)**

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

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

**Witness/Confirmation/ Acknowledgement/Attended/  
Recommended by Sales Staff/Teller/Front Office Staff/Bank Dealer**

**Checked by  
Sales Staff/ Bank Officer**

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

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

\_\_\_\_\_  
**Initial**

**1. PURPOSE**

You (i.e. the Applicant/ borrower) shall use the Non-Margin Facility or Share Margin Financing or Portfolio Financing ("Facility") only for trading in stocks, shares, other securities and any other assets accepted or listed on any exchange approved by Alliance Bank Malaysia Berhad ("ABMB" or "the Bank") or such other investment firms (including stockbroker, asset management, issuer) ("Company") whether in Malaysia or in other countries.

For the purpose hereof, "Securities" shall include equities, bonds, debentures, debenture stocks, certificates of deposit, treasury bills, bills of exchange, units or interests in unit trusts or mutual funds or any other kind of collective investment schemes, warrants, options, all derivatives (other than Structured Investments) over the same, securitized structured products such as notes, warrants or certificates, annuities, debt certificates which may be drawn by lot for redemption, mortgage bonds and any other interests, rights or property, whether in the form of an instrument or otherwise, commonly known as securities in the jurisdiction in which they are created or issued.

All trades or dealings in Securities and other investments carried out by you or on your behalf, must be executed through a Company as determined by ABMB. Unless notified otherwise in writing, ABMB and/or such Company shall be authorised to open a securities account(s) with Bursa Malaysia Depository Sdn. Bhd. ("Bursa Malaysia Depository") or any centralized depository or clearing agency to be maintained by AllianceGroup Nominees (Tempatan) Sdn Bhd/AllianceGroup Nominees (Asing) Sdn Bhd as your nominee ("CDS Account") and to act on all requests and instructions (whether oral, written, electronic or otherwise) from you or by the Company to use the Facility for settlement of all trades/dealings including payment of all charges, interest and penalties imposed by ABMB or such Company in connection with such dealings.

**2. THE FACILITY**

2.1 The Facility is available through ABMB and/or such Company appointed by ABMB.

2.2 No credit facility will be granted to you by the Bank under the Non-Margin Facility.

2.3 All purchases of Securities via Non-Margin Facility must be made using available funds standing to the credit of your Facility ("Available Funds"). Notwithstanding this, the Bank may, at its discretion, grant you a trading limit for the Non-Margin Facility. The trading limit represents the maximum amount inclusive of brokerage and other related costs that you may use to make purchases of Securities at any time under the Non-Margin Facility.

2.4 Immediately upon placing a purchase order, the Bank will reserve an amount from the Available Funds equal to the total purchase price of the Securities, including all related costs and expenses until the transaction is settled. These funds will not be available for withdrawal. If a trading limit is granted, you must promptly pay any shortfall in the reserved Available Funds to ensure all purchases made on your behalf are settled on their respective due dates.

2.5 The Bank will grant you a credit facility (whether in Ringgit Malaysia or in any other currency) under the Share Margin Financing Account and/or Portfolio Financing Account. You are required to accept and sign a set of legal documents including Letter of Offer, Memorandum of Charge, Facility Agreement, Letter of Guarantee (if any). Full details of the Facility and your obligations will be set out in the legal documents.

**3. DEALING IN SECURITIES**

3.1 All Securities purchased under the Facility will be deposited and held for you in a CDS Account or any other account determined by the Bank and/or the Company.

3.2 Unless the Bank provides written approval, direct sale of Securities is not permitted under the Facility. Any instruction to sell Securities will only be accepted if the Securities are held under the Facility when the instruction is given to the Bank. If direct sale is permitted by the Bank, you must ensure that the Securities sold are transferred to the CDS Account referred to in Clause 3.1 above and are given "free status" in time for settlement. For the purpose hereof, "direct sale" means a sale of Securities that have not yet been credited into the CDS Account of the seller at the time of the sale.

3.3 You further agree and acknowledge that any requests and instructions for dealings in the Securities are made based on your own independent assessment. You have not relied on any representations by the Bank, whether implied or expressed, or on any information sent by the Bank. The Bank is not responsible or liable for any loss which you may incur or suffer from such dealings.

**4. OVERDUE AMOUNTS**

4.1 All amounts outstanding under your Facility (including trading losses) must be promptly settled by you on their respective due dates. The Bank may, at its discretion, call on you, either orally or in writing, to settle all such outstanding amounts within four (4) business days from the date of the oral notice or written notice, whichever is earlier. Written notice may be computer-generated and require no signature, or may include a printed facsimile signature of a Bank officer.

4.2 If you fail or neglect to settle any outstanding amounts by their respective due dates or as required in oral or written notice, the Bank and/or the Company is/are authorised without further notice to you to suspend the Facility and take any of the following actions:

(i) To sell such amount of the Securities under the Facility or otherwise in the possession, custody or control of the Bank or the Company as either deems fit and to apply such sale proceeds, and/or

(ii) To apply monies standing to your credit in any account maintained with the Bank (whether in Ringgit Malaysia or in any other currency) towards the settlement of the outstanding amounts in such manner and upon such terms and conditions without being liable to you for any loss incurred or depreciation in value of the Securities. Without prejudice to the remedies available to the Bank and/or the Company as set out above, all outstanding amounts under your Facility shall attract interest. For Non-Margin Facility with outstanding amount, the interest shall be at the rate calculated as the aggregate of (a) three point five percent (3.5%) per annum and (b) the Bank's Lending Rate for the overdrawn amount. Whereas for Share Margin Facility and Portfolio Financing with outstanding amount, the interest shall be calculated as the aggregate of (a) default rate of one percent (1.0%) per annum and (b) prescribed rate (Standardised Base Rate plus a margin) as prescribed in the Letter of Offer, from the date the amount is due to the date of full payment (before and after judgment). Standardised Base Rate means prevailing Overnight Policy Rate (OPR), reflecting the monetary policy stance as decided by the Monetary Policy Committee of Bank Negara Malaysia. If the Standardised Base Rate is no longer applicable, the Bank may apply any similar or equivalent rate, by whatever name called or quoted.

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### 5. PLEDGE OF SECURITIES AND ACCOUNTS

- 5.1 Where a Trading Limit or a Credit Limit is granted, all the Securities held on your behalf under the Facility, whether purchased before or after the Trading Limit or Credit Limit is granted ("Pledged Securities") and all monies standing to the credit of the Designated Settlement Account (as defined below), shall be charged to the Bank as security agent for itself and the Company as continuing security for the payment or discharge of all monies, obligations and liabilities whether principal, interest or other amounts that may now or at any time in the future be due, owing or incurred by you to the Bank and/or the Company. For the purpose thereof, all the Pledged Securities shall be held in a pledged securities account of the Bank.
- 5.2 The Bank shall be entitled and authorised to (a) apply monies standing to your credit in the Designated Settlement Account (as defined below) towards the settlement of the outstanding amounts in such manner and upon such terms and conditions; and (b) sell or otherwise dispose of all or any of the Pledged Securities at such time or times, at such price and in such manner as the Bank and/or the Company deem fit, to apply the proceeds of the amounts due from you to the Bank and/or the Company, without being liable to you for any loss incurred shall be borne by you.
- 5.3 The Bank reserves the right to require you to furnish additional security and/or to substitute any existing security. All costs incurred theretoshall be borne by you.

### 6. POWERS OF THE BANK

The Bank reserves the right to:

- 6.1 vary the terminology herein, the interest rate stipulated in Clause 4.2 hereof (including the default rate, margin and the Standardised Base Rate) and other margins and/or limits in respect of the Facility with prior notice;
- 6.2 impose a price cap (fixed price) on any Securities at any time for purposes of computation of the Trading Limit or Margin Limit and/or any components thereof;
- 6.3 where a Trading Limit or Credit Limit is granted, vary its evaluation of the Pledged Securities from time to time;
- 6.4 restrict/reject the purchase/sale of any particular Securities or the number of Securities may be purchased/sold;
- 6.5 No claims relating to any rejected contract (including its subsequent contra loss) shall be honoured by the Bank unless the Bank receives a written request for settlement in the form of a contra or duly signed letter from you. Notwithstanding such a written request, the Bank shall nonetheless be at the liberty to reject the request. Such rejected contract shall then be settled directly between you and the Company.
- 6.6 to credit the Facility with all sale proceeds and all dividends/income distributions/coupons received by the Bank in respect of your Securities;
- 6.7 register all shares into its nominee's name (the cost and expense of such registration shall be borne by you);
- 6.8 vary the Facility, and where a Trading Limit or Credit Limit is granted, request for additional and/or substituted security or recall the Facility if at any time the Bank considers the security given to be inadequate;
- 6.9 in the event of your demise or becoming insane, to immediately or at any time thereafter, force-sell and/or liquidate the Securities and set-off any amount owing to the Bank based on collateral pledged in the account and exercise all rights under Clause 4.2 hereof; and
- 6.10 Conduct trading via designated/ qualifier CDS accounts under AllianceGroup Nominees (Tempatan/Asing) Sdn Bhd assigned to you. Your respective designated CDS account shall be linked with your account opened for the Facility.
- 6.11 The Bank reserves the right to add, modify or delete any of these Terms and Conditions or the specific terms at any time by giving twenty-one (21) days prior written notice before implementing the changes The changes will take effect on the date stated in the notice. In situations where changes are made pursuant to laws or regulations, is administrative in nature or for clarification purposes, notice of a shorter period or immediate notice will be given.

### 7. CROSS DEFAULT

Notwithstanding any other provision therein, if you breach any of these terms and conditions or any other agreement with the Bank, whether for the use of any other non-margin account, margin financing account or any other banking or trading facilities, the Bank may, in its discretion and with prior notice to you, terminate the Facility whereupon all monies owing to the Bank by you shall immediately become due and payable.

### 8. WITHDRAWAL OF SECURITIES

You may withdraw any part of the Securities under the Facility subject to the following terms:

- 8.1 in the case of Pledged Securities, with the prior approval of the Bank
- 8.2 three (3) business days' prior notice is given to the Bank;
- 8.3 the withdrawal would not breach any terms and conditions governing the Facility; and
- 8.4 you shall pay the fee as stated by the Bank and/or the Bursa Malaysia Depository Sdn Bhd from time to time in connection therewith and further bear all costs of such withdrawal. For the avoidance of doubt, Securities withdrawn from the Facility shall not be capable of being dealt with under the Facility.

### 9. SECURITY

If you are a company, the Bank requires a Joint and Several Guarantee from all your directors ("the Guarantee") to secure the payment of all sums owing from time to time by you under the Facility.

### 10. DURATION

The Facility is subject to review by the Bank from time to time and the Bank expressly reserves the right to terminate the Facility at any time at its discretion by giving prior notice.

### 11. UTILISATION

The Facility may be available for utilisation upon completion of documentation and all formalities relating to the terms and conditions contained herein.

### 12. DOCUMENTATION

You shall, if required by the Bank, execute such other documents in connection with the Facility.

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### 13. APPOINTMENT OF BANK AS YOUR AGENT

You hereby appoint the Bank to be your agent for all matters relating to the Facility and authorise the Bank to do such things relating thereto for and on your behalf including, but not limited to:

#### 13.1 Designated Settlement Account

- (i) opening current account(s) (whether in Ringgit Malaysia or in any other currency) in your name with the Bank (or any other bank to be decided by the Bank), as the client trust account/settlement account ("Designated Settlement Account") for the debiting and crediting of all monies in respect of all your dealings with the Bank, including and not limited to your trading transaction(s), dealing in Securities, trading account(s) and any other transaction(s) and/or account(s) with the Bank. The Designated Settlement Account shall be operated by the Bank appointed to handle your account(s) and/or transaction(s) from time to time and you hereby authorise the Bank to operate the Designated Settlement Account solely for the above purposes and also authorise the Bank to close the Designated Settlement Account and if required, shall execute all whatsoever authorisations, instructions indemnities letter, forms and/or documents to the said bank in order to facilitate the opening, operating and closing of the Designated Settlement Account.
- (ii) authorizing the Bank to earmark monies in the Designated Settlement Account and/or to debit monies from the Designated Settlement Account and/or to utilise the monies therein to settle any amounts owing to the Bank or which may become owing by you to the Bank from time to time. Pursuant to the above, the Bank is hereby authorised by you to give instructions, requests and notifications as may be necessary to facilitate and/or to carry out the above. You further confirm that you understand and are aware that in any of those events, you shall only be entitled to the balance monies remaining after full settlement of all monies owing the Bank and/or all monies which may thereafter be due and payable to the Bank (including without limitation any contingent liabilities). In addition, you hereby authorise the Bank, to disclose amongst themselves and to the Company information relating to your accounts and/or transactions in order to facilitate and/or enable the above.
- (iii) The authorisation and confirmation herein shall be binding on your heirs, successors-in-title, personal representatives, permitted assigns, heirs, executors, administrators, receivers and trustees in bankruptcy and estate.

13.2 opening, maintaining and closing trading account with the Company;

13.3 opening, maintaining and closing account with the Bursa Malaysia Depository Sdn Bhd or any centralised depository or clearing agency;

13.4 placing orders for sale and purchase of Securities;

13.5 making and receiving payment for sale and purchase of Securities;

13.6 Contra deal(s) in respect of earlier purchase contract(s) is subject to the Bank's approval and subject to the relevant requirements or the relevant exchange(s) (including foreign exchanges(s), where applicable). The Bank shall not be liable for any form of loss, claim, damage, cost or expense suffered or incurred by you or profit or advantage of which you may be deprived, which arises from the Bank's refusal to allow you to conduct contra deal(s) regardless of whether such contra deals(s) are permitted under the rules of the relevant exchange(s).

13.7 for no contra deal transactions, all purchases and sales to make payment and settlement within the settlement periods as prescribed by the respective relevant exchange(s) through which the transaction(s) are transacted and/or the relevant requirements.

### 14. TERMS AND CONDITIONS PRESCRIBED BY STOCKBROKER

14.1 You agree to be bound by all terms and conditions that may be imposed by the Company from time to time which shall include but not be limited to the terms and conditions prescribed herein.

14.2 You agree to be bound by the Rules and Regulations of the Approved Stock Exchange and any relevant regulatory body governing the purchase and sale of the Securities as may be in force from time to time.

14.3 As investment in Securities involves risk, you agree that the Company shall have the right at any time to limit purchases or sales ordered by you.

14.4 If the Company shall be required to institute buying-in/selling-out in connection with any dealings carried out for you or on your behalf, you shall settle with the Company in immediately available funds and within such period as may be stipulated by the Company such difference and charges in relation thereto, failing which you shall be liable to pay interest/charges to the Company at such rate as it shall decide and prescribe.

14.5 The Company may terminate your Facility by giving you a prior notice in writing to you or to the Bank as your agent, and require payment of any amounts due from you to it.

### 15. AUTHORISATION TO THE BANK

You hereby agree that:

15.1 the Bank is authorised to disclose to the Company information relating to yourself and the Facility;

15.2 the Bank shall be entitled to assume that any requests for payment and other notices and/or instructions received by it whether from you or the Company are genuine and shall be under no duty to make enquiries to ensure that the instructions are in fact genuine or to enquire into the purpose for which any payment requested by the Company is required and the Bank shall not be responsible or liable for any withdrawal/debit or otherwise made by the Bank pursuant to such notices and/or instructions;

15.3 you agree that the Bank, the Company and their employees and agents do not hold themselves out as investment advisers. All your sale and purchase instructions are your independent decisions. The Bank shall not be liable for any loss arising from your trading or dealing activities, or from or out of any act or omission of the Company, its agents and employees or other persons employed by the Bank or the Company in the sale and purchase of the Securities; and

15.4 pursuant to Clause 6 hereinabove, the Bank retains its rights to vary such terms and/or conditions or other aspects of the Facility at any time and in its discretion upon prior notification to you.

### 16. VARIATION OF TERMS AND CONDITIONS

The terms and conditions herein are subject to the Bank's period review and any subsequent changes thereto may be made at the Bank's discretion and such changes will be notified to you by giving twenty-one days (21) days' notice. The changes will take effect on the date stated in the notice. In situations where changes are made pursuant to laws or regulations, is administrative in nature or for clarification purposes, notice of a shorter period or immediate notice will be given.

### 17. DISCLOSURE OF INFORMATION

17.1 Unless otherwise notified in writing, you consent to and authorise the Bank and its officers and employees to disclose and furnish all information concerning your particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating your or your business and operations to the following classes of persons in such manner and to such extent as the Bank may consider necessary:

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- (i) the Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by you upon written notification to the Bank;
  - (ii) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to the Bank;
  - (iii) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
  - (iv) other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia/Association of Islamic Banks in Malaysia;
  - (v) Central Credit Reference Information System, Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
  - (vi) the Bank's accountants, auditors, lawyers, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
  - (vii) the Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
  - (viii) any entity which the Bank deems fit seems proper by taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Trading Account and/or by you;
  - (ix) any external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or the Alliance Bank Group;
  - (x) any party which in the future may express intention to acquire an interest/shareholding in the Bank/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties;
  - (xi) the Company; and
  - (xii) any other persons or entities with your prior consent.
- 17.2 You hereby agree to such disclosure and confirm that the Bank, Alliance Bank Group, its officers and employees shall not be liable for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these Terms and Conditions.
- 18. GOVERNING LAW**  
The terms and conditions herein shall be governed by the laws of Malaysia and you hereby agree to submit to the jurisdiction of the courts of Malaysia.
- 19. TERMINATION OF FACILITY**  
The Bank may, at its discretion, terminate the Facility upon giving prior notice to you.
- 20. INCIDENTAL EXPENSES**
- 20.1 All legal and professional fees, stamp duties, registration fees, taxes etc. and any other out-of-pocket expenses or fees incurred pursuant to this Facility shall be borne by you.
- 20.2 All costs and expenses incurred by the Bank including legal costs on solicitor/client basis in enforcing any terms or conditions or in obtaining payment of any sum due and payable shall be borne by you.
- 20.3 The Bank may debit any of your accounts with any sum payable by you under the Facility.
- 21. CURRENCY OF FACILITY**  
All sums of money herein offered and to be received by the Bank shall be in Ringgit Malaysia (RM) or such other currency as may be acceptable to the Bank and where applicable, any conversion of currency shall be at such rate of exchange as shall be quoted by or decided by the Bank.
- If the Bank receives or recovers any amount owing or payable to it under or in connection with the Facility in a currency other than Ringgit Malaysia:
- (a) the Bank has the right to convert that amount into Ringgit Malaysia in accordance with its usual practice. This conversion may be effected by the Bank on the date it receives or recovers that amount or as soon as it is practicable for it to do so. All costs incurred by the Bank in converting that amount shall be borne by you;
  - (b) your obligations and liabilities to the Bank in respect of that amount shall be deemed as discharged or satisfied only to the extent of the Ringgit Malaysia amount which the Bank obtained upon such conversion of that amount after deducting the costs incurred by the Bank in such conversion; and
  - (c) if the Ringgit Malaysia amount which the Bank obtained upon such conversion after deducting the costs incurred by the Bank in such conversion is less than the amount due or payable to the Bank, you must immediately pay such shortfall to the Bank together with interest thereon.
- 22. NOTICES**  
Any notice to you which may be required to be in writing shall be deemed to be sufficiently served if:
- 22.1 sent to you by ordinary post to your last address in the Bank's records; or
  - 22.2 advertised once in any newspaper.

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### 23. INDEPENDENT LEGAL ADVICE AND VULNERABLE CUSTOMERS

- 23.1 You are advised to seek independent legal advice, at your own cost and expense, before executing this Application Form and any of the Facility documents prepared by the Bank.
- 23.2 If you are considered a vulnerable customer, including but not limited to persons who are elderly, have limited financial literacy, or limited English proficiency, you are encouraged to seek independent financial, legal, or other professional advice before signing this Application Form or using the Facility. You should ensure that you understand the terms, conditions, features, and risk of the Facility, including but not limited to the possibility of loss in investment value and the Bank's right to require additional security or repayment if deemed necessary.

### 24. PROVISION FOR JOINT FACILITY

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

### 25. FACILITY TO PREVAIL

In the event that the terms of this Application Form (or any supplements thereto) conflicts with any other document executed in relation to the Facility, the terms of this Application Form (as supplemented) shall prevail.

### 26. SUCCESSORS BOUND

All of the undertakings, covenants, terms and conditions herein shall be binding on your heirs, successors, executors, administrators and personal representatives.

### 27. EXCLUSION OF LIABILITY

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

### 28. WAIVER

Any failure or delay on the part of the Bank to insist on your compliance with any of these undertakings, covenants, terms and conditions or any failure or delay on the part of the Bank to exercise any of the rights, powers, authorities, discretions or remedies of the Bank under the terms herein or any continued course of such conduct by the Bank, shall not be construed as and shall not constitute a waiver of any breach or default on your part or a waiver or relinquishment generally or specifically by the Bank of any right, power, privileges or remedies accruing to the Bank.

### 29. INVALIDITY OF ANY PROVISION

If any of the provisions herein or any part thereof is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or part shall not be in any way affected.

### 30. MISCELLANEOUS

In the event that you are registered with the Bank to buy and sell Securities via the Non-Margin Facility or Share Margin Facility or Portfolio Financing over the online trading platform and/or mobile application, a fee of RM25.00 per half-year shall be charged. This fee will be waived if your trading volume (turnover) is at least RM50,000.00 for the same half-year period. The Bank may at any time by notice in writing to you vary such fee, the trading turnover threshold and/or the period over which such fee is charged.

### 31. ANTI-BRIBERY AND CORRUPTION

The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promises, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.

By virtue of applying for this product/services, you hereby acknowledge that you have been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/anti-bribery-and-corruption-summary-of-policy> and further covenant/undertake that you shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

Initial

**Required Document Checklist****Individual**

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

**Corporate**

- Board Resolution
- Photocopy of Directors' NRIC/Passport (if non-resident) - Original sighted
- Photocopy of guarantor' NRIC/Passport (if non-resident) - Original sighted
- Photocopy of all guarantors' latest Pay slip/Bank Statement/Saving passbook/EA/BE/CDS Statement - Original sighted
- Employment Form (For Guarantor)
- Investment Accessment Form (For Guarantor)
- FATCA & CRS Form (For Guarantor)
- Additional Declaration - compensation fund specified under Capital Markets and Services Act 2007 (CMSA) (For Guarantor)
- Latest 3 months bank statements (original sighted by our Bank's Officer/CTC)
- Application Form duly signed & witnessed
- CDS Account Form (Bursa Malaysia Depository Sdn Bhd)
- Letter authorisation for direct credit facility
- Authorisation to balance enquiry request
- Product Disclosure Sheet (PDS) to be given to customer (Margin only)
- CTC of latest Audited Accounts

**[Under Company Act 1965]**

- CTC of Memorandum & Articles of Association/By-Laws
- CTC of Form 8 or 9 - Certification of Incorporation
- CTC of Form 13 - Change of Company Name (if applicable)
- CTC of Form 24 - Return of Allotment of Shares
- CTC of Form 44 - Notification of Situation of Registered Office
- CTC of Form 49 - Particular of Directors, Managers and Secretaries

**[Under Company Act 2016]**

- CTC of Constitution  
(Duly signed declaration of company does not have constitution)
- CTC of Section 14 & 15 - Application & Notice of registration
- CTC of Form 58 & 236 (2) - Notification of Appointment of First secretary
- CTC of Form under section 78 - Return of allotment of shares
- CTC of Form under section 58 - Notification of change in the Register of Directors, Managers and Secretaries
- CTC of Section 46(3) - Notification of change in the Registered Address

**Account Details**

**Sales Channel**  STC  A@W  Bank Branch  GCTB  SME & COMM  Secured Lending Hub  ADM - CCPL  
 ADM - Portfolio  Mortgage Sales Center  Banca  Others (Please specify): \_\_\_\_\_

**Staff ID**  **Staff Name**

**ED Code**

**STC Code**

**Branch Code**

*(if different from STC code)*

**Wealth RM (For PF only)**

**Staff ID**  **Staff Name**

*Please indicate "/" at the following if*

*Customer required the settlement account statement and portfolio statement via hardcopy (Only applicable to customer who is above 60 years old or (OKU) disabled person)*

**For External Margin Only (leave blank if not applicable)**

**Broker** \_\_\_\_\_

**Remisier Name**

**Remisier NRIC**

**Remisier Code**

**Broker Branch/Address**

**Postcode**  **City**  **State**

**Country**  **Tel. No.**  **Fax No.**

**Other Remarks** \_\_\_\_\_