

Summary of Revision
Revisions are effective 30 July 2022

Please be informed that we had recently revised the terms and conditions governing our Margin (Share Margin/ Portfolio Financing) and Non Margin (Share Trading) products to amend clauses relating to Alliance Investment Bank Berhad's ("AIBB") as the sale of AIBB stockbroking business to Philip Capital Sdn Bhd (formerly known as Philip Futures Sdn Bhd) has been completed on 30 July 2022. The revised terms and conditions shall have no effect on the existing commercial terms for the products accepted/signed by you and your rights and obligations for the said products shall remain unchanged.

(A) Applicants Declaration and Terms & Conditions for Margin Financing/ Non-Margin Account application form

No.	Section	New/Revised Clause
1	J. DECLARATION BY APPLICANT	<p><u>The following clauses have been revised:</u></p> <p>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.</p> <p>2 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.</p> <p>3 I/We hereby declare and agree that any data/information (including personal data) relating to or arising from or in connection with my/our application hereunder and also information pertaining to my/our affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank (including its appointed stockbroker/stockbroking firm) for the purpose of processing this application.</p> <p>4 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), 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.</p> <p>6 I/We acknowledge that all fees and charges are available at the Bank corporate website for my reference.</p>



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2	Terms and Conditions for Margin Financing/ Non-Margin Account application form	<p><u>The following clauses have been revised:</u></p> <p>1. PURPOSE You (i.e. the Applicant/ borrower) shall use the Non-Margin Facility or Share Margin Financing or Portfolio Financing ("Facility Account") 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 ("Securities"). All dealings in Securities and other investments carried out by you or on your behalf shall be executed through a Company as ABMB may decide. For the purpose thereof, unless otherwise notified in writing, ABMB and/or such Company shall be authorised to open, if necessary, a securities account(s) with Bursa Malaysia Depository Sdn. Bhd. ("Bursa Malaysia Depository") or any centralized depository or clearing agency and to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by you or by the Company to utilise the Facility Account for the purpose of settlement of all trading/dealings in Securities and other investments (including payment of all charges, interest and penalties imposed by ABMB or such Company in connection therewith) carried out by you or on your behalf under the Facility Account.</p> <p>2. FACILITY ACCOUNT 2.1 The Facility Account is available through ABMB and/or such Company appointed by ABMB.</p> <p>5. MORTGAGE OF SECURITIES 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 ("Mortgaged Securities"), 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 otherwise which may now or at any time hereafter be due, owing or incurred by you to the Bank and/or the Company. For the purpose thereof, all the Mortgaged Securities shall be held in a pledged securities account of the Bank.</p> <p>6. POWERS OF THE BANK 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.</p> <p>13. APPOINTMENT OF BANK AS YOUR AGENT 13.1 Designated Settlement Account</p>



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		<p>(i) opening a current account 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.</p> <p>(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.</p> <p>(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.</p> <p>13.2 opening a trading account with the Company;</p> <p>13.3 opening an account with the Bursa Malaysia Depository Sdn Bhd or any centralised depository or clearing agency;</p> <p>13.4 placing orders for sale and purchase of Securities;</p> <p>13.5 making and receiving payment for sale and purchase of Securities;</p> <p>14. TERMS AND CONDITIONS PRESCRIBED BY STOCKBROKER</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>



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		<p>14.5 The Company may close your Facility Account 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.</p> <p>15. AUTHORISATION TO THE BANK You hereby agree that:</p> <p>15.1 the Bank is authorised to disclose to the Company information relating to yourself and the Facility;</p> <p>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;</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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;

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		<p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(xi) the Company; and</p> <p>(xii) any other persons or entities with your prior consent.</p> <p>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.</p> <p>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.</p>

(B) Supplemental Terms and Conditions for Alliance Foreign Share Trading

No.	Section	New/Revised Clause
1	Supplemental Terms and Conditions for Alliance Foreign Share Trading	<p><u>The following clause has been revised:</u></p> <p>1. Terms and Conditions For clients wishing to trade in Alliance foreign share trading ("Alliance FST") via Alliance Bank Malaysia Berhad ("ABMB") or its appointed stockbroker (hereinafter referred to as the "Bank"), the terms and conditions contained herein shall form part of and are to be read together with all the terms and conditions stated in the Application for Opening of Trading Account and/or the Letter of Offer (if any).</p>



4. Financing of Alliance FST

Financing for Alliance FST by ABMB is available subject to ABMB's consideration and approval. No financing for Alliance FST is allowed if i/we trade in Alliance FST via its appointed stockbroker.

10. Nominee/Custodian

The Bank may on the terms set out below hold all securities purchased through Alliance FST purchased for me/us whether directly or through a nominee or Custodian (who may effect such holding through a Sub-Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee/Sub-Custodian may or may not be within Malaysia and in the latter case, I/We hereby consent that their appointment or approval in their appointment is at the Bank's discretion. All costs associated with the holding of the securities purchased through A FST by any of them shall be for my/our account. Accruals with respect to any and all securities purchased through Alliance FST so custodised, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as the Bank thinks fit) and credited into my/our account.

The duties provided by the Bank as custodian of the securities purchased through Alliance FST purchased for me/us shall be:

- a. to hold or procure to be held to its order all documents evidencing ownership of the securities purchased through Alliance FST and identity in its books that all securities purchased through Alliance FST belong to me/us;
- b. to procure that all securities purchased through Alliance FST other than bearer securities purchased through Alliance FST are registered in the name of Alliance Group Nominees/ABMB/its appointed stockbroker or such Nominee/Custodian or Sub-Nominee/Sub-Custodian which has been appointed. In these circumstances, the securities purchased through Alliance FST will still be held in such a way that it is readily apparent that the securities purchased through Alliance FST are not the property of the Bank or any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be). The securities purchased through Alliance FST may be registered collectively with the securities purchased through Alliance FST of other clients of the Bank in the same name and where so registered, the client's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although the Bank and/or its delegate will maintain records such that it will be readily apparent the degree of the client's interest in the commingled securities purchased through Alliance FST so collectively held but on the express understanding and agreement of the client that where commingling and aggregation of the securities purchased through Alliance FST of the client and other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the securities purchased through Alliance FST, the Bank has discretion as to the allotment of such entitlements as amongst its clients as it deems fit;

(C) Supplemental Terms and Conditions for Leading Entrepreneur Accelerator Platform (LEAP) Market

No.	Section	New/Revised Clause
1	Supplemental Terms and Conditions for Leading Entrepreneur Accelerator Platform (LEAP) Market	<p><u>The following clauses have been revised:</u></p> <p>1. Terms and Conditions For clients wishing to trade in LEAP Market via Alliance Bank Malaysia Berhad ("ABMB") via our appointed stockbroker, the terms and conditions contained herein shall form part of and are to be read together with all the terms and conditions stated in the Application For Opening of Trading Account of ABMB.</p>

(D) Letter Of Offer – Margin Financing Facility

No.	Section	New/Revised Clause
1	LETTER OF OFFER	<p><u>The following clauses have been revised:</u></p> <p>4. Dealings 4.1 All dealings by you or on your behalf involving the use of the Facility are to be executed through us, or such other entity as we may in our discretion allow ("the Dealer"). In this connection, you irrevocably authorise us to act on all requests and instructions (whether oral, written, electronic or otherwise), and whether issued by you or by the Dealer, to debit the Account for the purpose of settlement of all such dealings (including the payment of all charges, interest and penalties imposed by us and/or the Dealer in connection therewith).</p>