







**ADDITIONAL INFORMATION****Marital Status**

- Single  
 Married  
 Others: \_\_\_\_\_

**Children (please specify number):**

- 0 to 12 years  
 > 12 to 18 years

**Preferred Language**

- Bahasa Melayu  
 English  
 Chinese

**Education**

- Below Secondary  
 Secondary  
 Diploma  
 Bachelor  
 Masters  
 Doctorate  
 Professional  
 Others \_\_\_\_\_

**Religion**

- Islam  
 Buddhist  
 Christian  
 Hindu  
 Sikh  
 Others: \_\_\_\_\_

**Occupation**

- Beautician/Stylist  
 CEO/Director/Senior Mgmt  
 Chef/Cook/F&B Serve Team  
 Clerical/Secretary/Receptionist  
 Designer/Artist  
 Farmer  
 Fisherman  
 Housewife  
 Lecturer/Teacher/Trainer  
 Manager/Senior Executive  
 Mechanics/Machinist  
 Nurse/Clinical Assttant  
 Officer/Executive  
 Operation/Production Personnel  
 Own Business/Self Employed  
 Police/Army/Enforce/Safety/Security  
 Professional  
 Programmer/Analyst/Admin-IT  
 Retiree/Pensioner  
 Sales Exec/Telemarketer/Agents/Promoter  
 Student  
 Supervisor/Foreman  
 Technician/Chargeman/Draughtsman  
 Others (please specify):  
 \_\_\_\_\_

**Business Sector**

- Advertising/Marketing/Promotion/PR  
 Agriculture/Plantation  
 Architectural/Building/Construction  
 Automotive/Automobile/Vehicle  
 Aviation/Aerospace  
 Banking/Finance/Insurance/Securities/Investment  
 Entertainment/Media/Publication/Printing/Arts  
 Education/Training  
 Electricity/Water  
 Engineering  
 Fisheries/Marine/Aquaculture  
 Food Services/Restaurant/Catering  
 Government Sector  
 Hotels/Hospitality/Travel Servs  
 Law/Legal  
 Lumber  
 Manufacturing  
 Shipping  
 Medical/Healthcare/Veterinary  
 Mining/Quarrying  
 Oil/Gas/Petroleum  
 Real Estate/Business Services  
 Sales/Buss/Trade/Retail/Merchant  
 Telecommunication/Post  
 Transport/Warehouse  
 Others (please specify): \_\_\_\_\_

**Monthly Income**

- Up to RM999  
 RM1,000 to RM1,999  
 RM2,000 to RM2,999  
 RM3,000 to RM3,999  
 RM4,000 to RM4,999  
 RM5,000 to RM5,999  
 RM6,000 to RM6,999  
 RM7,000 to RM7,999  
 RM8,000 to RM8,999  
 RM9,000 to RM9,999  
 RM10,000 to RM10,999  
 RM11,000 to RM14,999  
 RM15,000 to RM20,000  
 Above RM20,000

**Other Income (please provide details and documentary evidence):**

\_\_\_\_\_

**Interest / Lifestyle**

- Antique collection  
 Art/Theater  
 Club membership/Golf  
 Computers  
 Fashion  
 Fine dining  
 Health  
 Home decor  
 Automobile  
 Music  
 Outdoors/Travel  
 Sports  
 Others (please specify):  
 \_\_\_\_\_

**What financial products/services would you require in the near future?**

- Credit card  
 Home financing  
 Car financing  
 Share trading  
 Insurance (General)  
 Insurance (Life)  
 Unit trust/Investment  
 Others (please specify):  
 \_\_\_\_\_

I acknowledge that these Terms and Conditions are effective from the date of approval and shall continue in force until terminated in accordance with these Terms and Conditions.

**1. TRADING ACCOUNT**

I hereby apply to open a Trading Account in my name for the purpose of trading in securities. I agree that Maybank-IB has the absolute right and discretion to approve or reject my application and may impose such additional terms and conditions as it deems fit.

**2. VERIFICATION OF INFORMATION**

I declare that the information provided to Maybank-IB in this application form is true and correct and that I have not withheld nor omitted any material fact or information and undertake to notify Maybank-IB immediately in writing of any change to any such information. In this regard, I hereby authorise Maybank-IB to verify with any third party, and in any manner, information furnished herein or from time to time and I further undertake to furnish such additional information that Maybank-IB may require from time to time.

I agree that in compliance with applicable laws currently in force, Maybank-IB may at its sole and absolute discretion: (i) refrain from acting until such information as required is furnished to it; (ii) verify such information received to its satisfaction; and (iii) refrain from doing anything as a result of such information, which would or might in its opinion, be contrary to any relevant law, directive or regulation, and may do anything, in its opinion, necessary to ensure compliance with such law, directive or regulation.

I acknowledge and agree that Maybank-IB shall not be liable for any loss or consequences of whatsoever nature arising from or due to events described in this clause.

**3. NOMINEES SECURITIES ACCOUNT**

I agree to submit an application to open a Client's securities account in the prescribed form created and maintained by Maybank-IB or its nominees under the Securities Industry (Central Depositories) Act 1991 ("SICDA") whether or not such account is a Pledged Securities Account designated under Section 40 of SICDA ("CDS Account") with Bursa Malaysia Depository Sdn Bhd ("Bursa Depository").

I represent and warrant that the securities/Shariah compliant securities in the CDS Account are and at all times will remain free from any restriction on transfer and from any prior mortgage, lien, security or other encumbrance whatsoever. For the avoidance of doubt and in amplification of and not in derogation of the provisions herein I further represent and warrant that the securities/Shariah compliant securities sold by me or on my behalf are not stolen, forged or been misappropriated by any party howsoever.

I agree that in the event of my default in the due and punctual payment of any sum owing by me to Maybank-IB, Maybank-IB shall be entitled to exercise at its discretion and without notice to me, all voting rights in respect of all securities/Shariah compliant securities held in the name of Maybank-IB or its nominee.

**4. COMPLIANCE**

I agree to abide by these Terms and Conditions, all laws, rules, regulations, bye-laws, orders, directives prescribed by the Securities Commission, Bursa Malaysia Securities Berhad ("Bursa Securities"), Bursa Depository and other regulatory authorities governing operation of the Trading Account and/or Islamic Trading Account and the Client's trading in securities/Shariah compliant securities listed on Bursa Securities.

I agree to comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued, given, made or established by Maybank-IB.

**5. COLLATERAL**

I undertake to deposit cash or securities or Shariah compliant securities or both as collateral that may be required by Maybank-IB before the execution of any transaction in connection with my Trading Account.

I agree that any and all securities/Shariah compliant securities, documents and/or other property hereafter deposited with Maybank-IB whether held by Maybank-IB or its agents are at my sole risk as regards loss, destruction or damage.

**6. OPERATION OF ACCOUNT**

I agree that the Trading Account/ Islamic Trading Account shall be subject to conditions imposed by Maybank-IB including without limitation credit limits imposed on my trading activities and/or the dealers' representative assigned to me. In the event that the outstanding position or sums owed by me to Maybank-IB exceeds the trading credit limit imposed by Maybank-IB, I will not dispute the same and shall accept the indulgence granted by Maybank-IB to me.

I hereby authorise and empower the dealer's representative assigned to handle my Trading Account/ Islamic Trading Account, agent and/or representative ("authorised representative") to carry out the following functions in my name and on my behalf:

- i) to collect cheques, monies and any other form of payment in respect of monies payable by Maybank-IB to me;
- ii) to hand over cheques issued to Maybank-IB in respect of securities/ Shariah compliant securities purchased by me through Maybank-IB; and

- iii) to carry out all and any other acts permissible under Maybank-IB's internal rules and procedures, securities laws, rules and regulations, relating to the Trading Account/ Islamic Trading Account upon receipt of my written instructions as addressed to Maybank-IB.

In consideration of Maybank-IB acknowledging this authorisation as given by me, I hereby agree:—

- i) to be fully responsible and absolve Maybank-IB of all claims and liabilities for any loss, damage, demand and proceedings arising from any negligence, commission, omission, misuse, fraud or action in any manner of the authorised representative in executing such acts under the authorisation given in clause 6;
- ii) at all times to fully and effectively indemnify Maybank-IB on demand and keep Maybank-IB fully and effectively indemnified at all times from and against any and all acts, proceedings, claims, demands, liabilities, losses, damages, judgments, charges, costs and expenses which may be imposed on, instituted against, suffered or incurred by Maybank-IB arising out of or incidental to the authorisation in clause 6;
- iii) that this authorisation shall bind my successors in title and personal representatives and shall be valid until written revocation in the prescribed format is given by me and duly acknowledged by an authorised officer of Maybank-IB.

**7. INVOLABILITY OF CONTRACTS**

I hereby authorise Maybank-IB to act on all instructions and orders given or made by me and/or my agents or representatives through whatever means of communication and once executed shall be legal and binding on me and Maybank-IB. I agree that Maybank-IB shall have the absolute right to accept or reject such orders and limit the purchases or sales requested or ordered by me.

I acknowledge and agree that all transactions, shall be evidenced by contract notes issued by Maybank-IB and all contract notes and statement of accounts issued by Maybank-IB shall be conclusive and legally binding on me if not objected by me in writing within three (3) days after the same is deemed to have been received by me.

**8. SETTLEMENT**

I hereby undertake to make payment to Maybank-IB for purchase of securities/Shariah compliant securities (regardless of whether these securities/Shariah compliant securities are suspended from trading after purchase) and to deliver securities/Shariah compliant securities to Maybank-IB for the sale of securities/Shariah compliant securities, respectively by the due dates fixed for settlement under the Bursa Securities Fixed Delivery and Settlement System. Acceptance of payment by Maybank-IB after the due date prescribed under the Bursa Securities Fixed Delivery and Settlement System shall not constitute compliance by me.

I shall pay to Maybank-IB all contra losses or any outstanding amount howsoever arising in my Trading Account/ Islamic Trading Account on demand or within the period specified by Maybank-IB.

I shall undertake to ensure that all payments in the form of cheques are made payable to Maybank-IB crossed "A/C Payee Only", bearing full particulars of my name, Trading Account/Islamic Trading Account number and nature of the payment e.g. contract number, quantity, name of securities/ Shariah compliant securities, contra loss reference and such particulars as may be necessary for Maybank-IB to identify the purpose for which payment is made, on the reverse side of the cheques.

I agree that Maybank-IB shall not be liable for any loss arising from any non-compliance by me with such procedures or for any cheques that may be lost, misplaced or misappropriated if such cheque had been given by me to any employee, officer, dealer's representative or agent of Maybank-IB. In the event that I fail to provide adequate and clear particulars with regard to the nature and purpose of any payment referred to above, I agree that Maybank-IB shall be absolutely entitled to apply the payments in such manner as Maybank-IB may in its absolute discretion deem fit.

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

I agree that Maybank-IB shall have a lien on all my monies and/or securities/Shariah compliant securities in accounts (including my CDS Account) opened and maintained with Maybank-IB and other property of mine in Maybank-IB's custody or control from time to time ("Client's Property") for the discharge of all or any indebtedness and other my obligations to Maybank-IB.

I hereby authorise Maybank-IB at any time to use, retain, apply or set-off any amounts due to or held for me to meet any liabilities incurred by me to Maybank-IB herein and/or pursuant to or in connection with or for any purposes herein or for any purposes of the trading, margin or other accounts of mine including without limitation any indemnity and losses arising from selling-out or closing-out transactions.

I agree that any money and/or proceeds received by virtue of this application may at Maybank-IB's absolute discretion, be placed and kept to the credit of a suspense account/Shariah compliant suspense account for so long as Maybank-IB thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by me to Maybank-IB.

I agree that Maybank-IB shall be entitled at any time after giving seven (7) days notice to me, to sell or dispose of at its absolute discretion, all or

any part of the Client's Property and apply the proceeds thereof in or towards the discharge of all sums which may from time to time become due from or owing or payable by me to Maybank-IB herein and/or pursuant to or in connection with or for any purposes herein or for any purposes of trading, margin or other accounts of mine. I agree to indemnify Maybank-IB against all losses arising from such sale immediately or within the period specified by Maybank-IB.

I agree that Maybank-IB shall be under no duty to me as to the price obtained or any losses or liabilities incurred or arising in respect of any such sale or disposal.

#### 10. CLIENT'S MONIES

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

#### 11. NO WAIVER AND LIMITATION OF LIABILITY

I agree that a failure or delay by Maybank-IB to exercise or any partial exercise of any rights, power or remedy under these Terms and Conditions upon any default on my part shall not constitute or be construed as a waiver of such rights, powers or remedy accruing to Maybank-IB.

I agree that Maybank-IB or its directors, employees or servants shall not be liable for any losses, claims, damages, costs and expenses suffered or incurred by me whatsoever or howsoever caused including but without limitation to:

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

#### 12. ADMISSION OF LIABILITY

I agree not to procure directly or indirectly by whatever means or accept an admission of liability or responsibility for losses or unauthorised or fraudulent transactions from the dealer's representative acting on my behalf. I acknowledge and agree that Maybank-IB shall not be held liable or responsible to me for any loss or damage howsoever and whatsoever as a result of any act, neglect, omission or negligence of the dealer's representative nor shall it be obliged to accept or be bound by any such admission which is deemed a private arrangement between me and the dealer's representative.

#### 13. INDEMNITY

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

#### 14. DISCLOSURE OF INFORMATION

I hereby authorise Maybank-IB to disclose information given in this application form and received under these Terms and Conditions to the Maybank Group of companies, regulatory authorities having jurisdiction over Maybank-IB including but without limitation, Bursa Securities, Bursa Depository, the Securities Commission, Bank Negara Malaysia or as may be required by law or applicable rules and regulations.

In discharging its functions hereunder or pursuant to relevant laws and regulations, I hereby acknowledge and agree that Maybank-IB will engage service providers or such other persons via outsourcing or any other arrangement to provide services to Maybank-IB (including mailing services, information technology services, data processing and other services determined from time to time).

I agree that in the course of providing these services to Maybank-IB such persons may have access to certain information and documents relating to my securities/Shariah compliant securities and Trading Account/Islamic Trading Account, and I hereby agree and consent to such disclosure.

#### 15. TELEPHONE RECORDING

In order to assist Maybank-IB in monitoring compliance with relevant laws, rules of conduct and permissible practices and to avoid any disputes, I hereby agree that Maybank-IB may make and keep a sound recording of telephone conversations between me and the dealer's representatives and/or any employee of Maybank-IB.

I agree that the sound recordings shall remain the sole property of Maybank-IB and shall be accepted by me as conclusive evidence of orders, instructions or conversations so recorded.

#### 16. TERMINATION

I agree that notwithstanding any other Terms and Conditions herein contained, Maybank-IB has the absolute right to suspend or close my Trading Account/ Islamic Trading Account at any time without assigning any reasons. In the event of closure, I shall forthwith settle all outstanding transactions by delivery and/or pay all outstanding amounts due to Maybank-IB. I agree that these Terms and Conditions are terminated upon closure of the Trading Account/ Islamic Trading Account but will not affect any legal rights or obligations, which may have arisen or may arise from the settlement or fulfilment of any outstanding transactions.

#### 17. GOVERNING LAW AND JURISDICTION

I agree that these Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and submit to the exclusive jurisdiction of the Courts in Malaysia.

#### 18. NOTICES

I agree and acknowledge that any notices or communication including contract notes/statements, contra statements, statement of accounts and notices shall be given in writing to my address as set out in the application form or as last notified in writing to Maybank-IB and shall be deemed to have been duly served upon and received by me:

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

I agree that general notices are deemed to be received by me upon posting on Maybank-IB's notice boards or communicated through the dealer's representative acting on my behalf.

I agree that any error or discrepancy in the information contained in any notice or communication served on me must be notified to Maybank-IB in writing within three (3) days after the same is deemed to have been received, failing which such notice or communication shall be deemed to be correct and legally binding on me.

I agree that if I fail to notify Maybank-IB or Maybank-IB fails to receive my notification, any notice or communication issued by Maybank-IB to my last known address, facsimile number and/or electronic address shall be deemed to be properly sent, delivered, transmitted or served by Maybank-IB.

#### 19. MISCELLANEOUS

**19.1 ASSIGNMENT:** I agree not to assign or transfer my rights, interests and obligations under these Terms and Conditions without the prior written consent of Maybank-IB.

**19.2 VARIATIONS AND AMENDMENTS:** I agree that Maybank-IB may vary or amend these Terms and Conditions and any supplementary agreements made hereunder by sending a written notice to me or the dealer's representative acting on my behalf describing the relevant variation or changes. Such variation and/or amendments shall become effective from the date specified in the notice. No amendment will affect any outstanding orders or transactions or legal rights or obligations, which may already have arisen. I further agree to be bound by these Terms and Conditions as varied and/or amended from time to time.

**19.3 SEVERABILITY:** I agree that any Term or Condition that may subsequently be held to be invalid, unenforceable or illegal by a court of competent jurisdiction or regulatory authority shall not invalidate or render illegal or unenforceable the remaining Terms and Conditions.

**19.4 SUCCESSORS BOUND:** I agree that these Terms and Conditions shall bind my successors in title, personal representatives and permitted assigns and the successors and assigns of Maybank-IB.

**19.5 CERTIFICATE OF INDEBTEDNESS:** I agree that a statement or certificate by Maybank-IB as to the amount due or owing or payable by me to Maybank-IB shall, in the absence of manifest error, be conclusive evidence that such amount is in fact due and payable.

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

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

## DAYTRADE FACILITY

The terms in this section will additionally apply to you if you have applied for Daytrade Facility.

### 1. Brokerage and Other Charges

- 1.1 Subject always to Maybank-IB's right to revise the brokerage charges at its sole and absolute discretion at any time, the brokerage charges shall be 0.15% of the contract value.

The expression "contract value" shall bear the same meaning as in the Rules of Bursa Malaysia Securities Berhad (Rule 1000.1).

### 2. Clearance by End of Trading Day

- 2.1 All purchases must be cleared by the end of each trading day failing which Maybank-IB shall be entitled to force-sell any and all outstanding purchases on the next trading day (T + 1) without any further reference to the Client or its remisier/dealer's representative.
- 2.2 The Company shall be entitled to withdraw its approval for the operation of intraday trading and shall, at its sole discretion, convert the Daytrade Account into a normal trading account if the clearance requirement in clause 2.1 above is not complied with and/or is breached 3 times or more within any period of 6 months.

## CASH ACCOUNT FACILITY

The terms in this section will additionally apply to you if you have applied for Cash Account Facility.

### 1. Brokerage and Other Charges

- 1.1 Subject always to Maybank-IB's right to revise the brokerage charges at its sole and absolute discretion at any time, the brokerage charges shall be a fully negotiable percentage of the contract value.

The expression "contract value" shall bear the same meaning as in the Rules of Bursa Malaysia Securities Berhad (Rule 1000.1).

- 1.2 You shall also bear the cost of and pay to Maybank-IB the following:-
- all relevant stamp duty; and
  - clearing fee of 0.03% of the contract value of all trades.

## TRADING IN FOREIGN SECURITIES

The terms in this section will additionally apply to you if you have applied to Trade in Foreign Securities.

### 1. Correspondent Brokers

- 1.1 Maybank-IB is entitled to delegate the execution of your orders for the securities to a correspondent broker of Maybank-IB's choice (the "Correspondent Broker"). As between the Correspondent Broker and Maybank-IB, Maybank-IB may be obliged to regard itself as being primarily responsible for the execution of your orders. In this connection, you recognize that Maybank-IB may, but is not obliged, to take such measures (including effecting payment and settlement in respect of your orders which have been executed) as may be necessary to ensure non-default of Maybank-IB's own primary responsibility as aforesaid (notwithstanding that as between you and Maybank-IB, you are or has notified Maybank-IB that you will be in default).

### 2. Information and Execution Delay

- 2.1 Maybank-IB acknowledges that in trading in securities on foreign exchanges there may be delays in stocks quotes and execution of orders via the Correspondent Broker. While Maybank-IB will take reasonable care to mitigate any such delay, you agree that neither Maybank-IB nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by you in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or wilful default of Maybank-IB.

### 3. Currency and Foreign Exchange Risks

- 3.1 You agree and understand that all transactions and monetary obligations relating to the Trading Account shall be settled in Ringgit Malaysia unless otherwise agreed with Maybank-IB. Any and all accruals, if received in a foreign currency shall be converted at such rate of exchange as may be decided by Maybank-IB and credited into the Trading Account in Ringgit Malaysia. At your request and subject to the consent of Maybank-IB being obtained, transactions may be settled in a currency other than Ringgit Malaysia but at a rate of exchange determined by Maybank-IB in its sole discretion. You shall be fully responsible for any losses, damages, costs and expenses which may result from any currency conversion effected as aforesaid and Maybank-IB shall not be liable in any respect whatsoever.
- 3.2 You agree that in the event that you instruct Maybank-IB to carry out any transactions on your behalf on an exchange or other market on which such transaction is effected in a foreign currency all such transactions shall, unless otherwise agreed to with Maybank-IB at the time such instructions are given, be settled in Ringgit Malaysia at a rate of exchange determined by Maybank-IB in its sole discretion on the basis of the prevailing exchange rates between such currencies.

### 4. Settlement Date

- 4.1 Delivery and settlement in respect of transactions in the securities shall be effected not later than the scheduled settlement date of the relevant exchange. Where the scheduled settlement date falls on a public holiday in Malaysia, settlement will be effected on the following market day for Malaysia.

### 5. Contra

- 5.1 Contra deal(s) in respect of earlier purchase contracts shall only be allowed at the absolute discretion of Maybank-IB and subject to the laws, regulations and rules of the relevant exchange. Maybank-IB shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by you, or profit or advantage of which you may be deprived, which arises from Maybank-IB's refusal to allow you to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

### 6. Restricted Trading Days

- 6.1 Your ability to trade in securities may be restricted to days when the Malaysian Stock Exchange, Bursa Malaysia ("Bursa Malaysia"), is open for trading. This means that you may be unable to trade in securities when Bursa Malaysia is closed for trading notwithstanding that the relevant exchange on which you wish to trade on may be open for trading. Maybank-IB may at its absolute discretion (but is not obliged to) increase the trading days from time to time. Maybank-IB shall not be liable for any 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 restricted trading days of Maybank-IB and your inability to trade in securities when Maybank-IB is not open for trading notwithstanding that the relevant exchange may be open for trading.

### 7. Acknowledgment of Risk

You acknowledge and agree that there are risks associated with dealing in securities in multiple markets in the manner contemplated herein. You further confirm that Maybank-IB shall not be responsible for the decision taken by you to deal in securities.

### 8. Nominee/Custodian

- 8.1 Maybank-IB may on the terms set out below hold all securities purchased for you either 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, you consent to Maybank-IB having absolute discretion in their appointment or approval in their appointment. All costs associated with the holding of the securities by any of them shall be for your account. Accruals with respect to any and all securities so custodised, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as Maybank-IB thinks fit) and credited into your account.
- 8.2 The duties provided by Maybank-IB, as custodian of the securities purchased for the Client, shall be:
- to hold or procure to be held to its order all documents evidencing ownership of the securities and identity in its books that all securities belong to the Client;
  - to procure that all securities other than bearer securities are registered in the name of Maybank-IB or such Nominee/Custodian or Sub-Nominee/Sub-Custodian which has been appointed. In these circumstances, the securities will still be held in such a way that it is readily apparent that the securities are not the property of Maybank-IB or any Nominees/Custodian or Sub-Nominee/Sub-Custodian (as

the case may be). The securities may be registered collectively with securities of other clients of Maybank-IB in the same name and where so registered, your entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although Maybank-IB and/or its delegate will maintain records such that it will be readily apparent the degree of the express your understanding and agreement that where such co-mingling and aggregation of your securities with those of other persons results in entitlements which otherwise without such co-mingling or aggregation would not have accrued to the securities, Maybank-IB has full discretion as to the allotment of such entitlements as amongst its clients as it deems fit;

3. to use its reasonable endeavours to collect and receive entitlements including income and other monies due with respect to the securities provided that you acknowledge and accept that Maybank-IB (whether directly or through and delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:

- exercise or discharge any obligations conferred or imposed by reason of Maybank-IB's holding of the securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;

- send or give notice of any proxy form or other document which Maybank-IB may receive in respect of the securities;

- recognize any claim in the nature of a trust or equitable claim by anyone other than you in respect of the securities or any part thereof;

4. to credit to the applicant's account all income and other payments received by Maybank-IB under paragraph 3 above;

5. to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the Securities; and

6. to keep or (to the extent reasonably practicable) procure to be kept by any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be), such books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities held and transactions carried out by or on your behalf.

## ISLAMIC SECURITIES TRADING

The terms in this section will additionally apply to you if you have applied for Islamic Securities Trading

The following items shall substitute and replace the indicated terms and conditions of Securities Trading accordingly:

### Clause 1 - TRADING ACCOUNT

I hereby apply to open an Islamic Trading Account in my name for the purpose of trading in Shariah compliant securities. I agree that Maybank-IB has the absolute right and discretion to approve or reject my application and may impose such additional terms and conditions as it deems fit.

I agree that the Islamic stock broking services are based on Shariah principles as adopted by the Shariah Committee of the Bank and approved by the Shariah Advisory Council of the Securities Commission under Section 316A of the Capital Markets and Services Act 2007 ("Shariah principles") and will only deal in Shariah compliant securities approved by the Shariah Advisory Council of the Securities Commission.

### Clause 10 - CLIENT'S MONIES

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

### Clause 17 - GOVERNING LAW AND JURISDICTION

I agree that these Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and Shariah principles and Maybank-IB and to the exclusive jurisdiction of the Courts in Malaysia. In the event that any question concerning a Shariah matter arises before the Courts, I hereby agree that either Maybank-IB or I may make an application for the Courts to refer any question involving a Shariah matter to the Shariah Advisory Council of the Securities Commission pursuant to Section 316F of the Capital Markets and Services Act 2007 for a ruling.

The following clauses shall apply additionally:

### TA'WIDH (COMPENSATION)

I agree to pay Ta'widh (compensation) to Maybank-IB on all outstanding amounts due in my Islamic Trading Account at the Islamic Interbank Money Market (IIMM) rate before and after judgment or such other rates as may be varied by Maybank-IB in its absolute discretion as notified to me from time to time. The amount of such Ta'widh (compensation) payable by me to Maybank-IB shall not be compounded on the principal outstanding amount.

I agree to pay Maybank-IB such fees and other charges as determined and notified to me by Maybank-IB from time to time for services rendered to me as well as all stamp duty (including any penalties for late payment thereof), clearing fees, brokerage and any other costs chargeable to me arising from my transaction in Shariah compliant securities, including legal fees incurred by Maybank-IB on a solicitor and client basis in the enforcement of any of Maybank-IB's rights hereunder.

### MISCELLANEOUS

**PURIFICATION OF NON-SHARIAH COMPLIANT SECURITIES:** I hereby agree that in the event that any of the securities purchased by me is later classified by the Shariah Advisory Council of the Securities Commission as being non-Shariah compliant, then as a result thereof I shall have the sole responsibility to dispose such non-Shariah compliant securities and undertake any purification process in respect of my own portfolio.

The remaining section of this page is intentionally left blank.

## STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

1. This statement is provided to you in accordance with the directive of the Committee of Bursa Malaysia Securities Berhad dated 06 December 1994 pursuant to Article 50(c) of the Articles of the Exchange.
2. The purpose of this statement is to inform you that the risk of loss in purchasing structured warrants can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants, you should be aware of the following: -
  - i. the purchaser of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all the transaction costs;
  - ii. in order to realise any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before the expiry date;
  - iii. under certain conditions, it may become difficult to sell the structured warrants;
  - iv. upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the structured warrants;
  - v. placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; an
  - vi. the high degree of leverage that is obtainable from structured warrants because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gain.
3. This brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. You should therefore carefully study the terms and conditions of any structured warrants before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of a structured warrant, you should consult your broker.

## MEMORANDUM OF DEPOSIT OF SECURITIES

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

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

**DECLARATION & FORM OF DISCLOSURE**

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

1. I/We do solemnly declare that:
  - a) I/We have read and fully understood the Terms and Conditions and that they are legally binding on me/us;
  - b) I/We have read the Structured Warrants Disclosure Statement and understand its contents which have been explained to me/us;
  - c) where the securities arising from dealings in the trading account are credited into or debited from a CDS account, the beneficial owner in relation to those securities is the same; and
  - d) I/We have read and understood the terms and conditions of the Memorandum of Deposit.
2. In addition to the above, I/we do hereby agree and undertake as follows:
  - a) to abide by all rules, regulations, by-laws and/or directives of Bursa Securities where the provisions therein apply directly or indirectly to me/us and/or the operation of my/our trading account; and
  - b) to disclose information and documents in relation to any dealing in securities in respect of my/our trading account upon request by Bursa Securities pursuant to Rule 404.3(7)(a) of the Rules of Bursa Securities. Such disclosure shall include, but not limited to:-
    - i) the name of the person from whom, through whom or on whose behalf the securities in this trading account are dealt with;
    - ii) particulars sufficient to identify the person in 2(b)(i) above; and
    - iii) in the event the person in 2(b)(i) above is not the beneficial owner(s) of the securities transacted in this trading account, to require the person to procure the particulars of the **beneficial owner(s) of the said securities**.
3. I/We further declare that:
  - a) I am/we are not a bankrupt or a listed defaulter of Bursa Securities and am/are not an employee of any Participating Organisation of Bursa Securities;
  - b) I am/we are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity; and
  - c) the Dealer's Representative appointed or assigned to act on my/our behalf, does not have an interest, whether directly or indirectly, in my/our Trading Account, by virtue of any relationship whatsoever.
4. I/We understand that Bursa Securities may direct Maybank Investment Bank Berhad ("Maybank IB") to refrain from trading and/or from effecting any dealings in securities for my/our trading account, and I/we do hereby consent to the same, in any of the following circumstances:
  - a) in relation to a request made under 2(b) above, until I have furnished the information and document(s) requested therein or where I refuse to furnish the same; and/or
  - b) where I/we commit an act or omission, in relation to or arising from any transactions or dealings in securities reflected in my/our trading account and/or held in CDS account(s) where such securities are credited into or debited from, directly or indirectly causes, aids or facilitates a breach of the Rules of Bursa Securities.
5. I/We understand that Maybank IB reserves the right to close my/our Trading Account immediately in the event that any declaration made herein is found to be false or materially inaccurate.
6. I/We consent to the disclosure by Maybank-IB of any information in this Trading Account Application form and any other documents and information to Maybank Group of companies and any third parties engaged in the course of providing the services and also to the relevant regulatory authorities as may be required by law or applicable rules and regulations.
7. I/We do solemnly declare that the dealings in securities in respect of my/our Trading Account are/shall be carried out:
 

: for me/us as principal(s)

: for and on behalf of the party(ies) set out below, from whom, through whom or on whose behalf the securities are to be dealt with:  
(please tick  whichever is appropriate)

**PARTICULARS**

Name of party(ies) concerned (1) : \_\_\_\_\_ (2) : \_\_\_\_\_  
 \* NRIC / Company Number (1) : \_\_\_\_\_ (2) : \_\_\_\_\_  
 \* Address / Registered Address (1) : \_\_\_\_\_ (2) : \_\_\_\_\_

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

**(SECTION 8 IS APPLICABLE TO MARGIN FINANCING APPLICANTS ONLY)**

8. Pursuant to Section 94(2) of the CMSA 2007 concerning parties (employee or person associated with an employee of Participating Organisation) are prohibited from obtaining credit or margin financing in securities trading):
  - i) Are you related to any member of Staff / Director / Dealer / Remisier of Maybank IB?  Yes  No  
 If yes, please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_
  - ii) Do you have any trading accounts with other stockbroking companies in Malaysia?  Yes  No  
 If yes, please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_
  - iii) Do any of your family members maintain a trading account with Maybank IB?  Yes  No  
 ("Family" includes spouse, parents, child (including adopted child and stepchild), brother, sister and the spouse of his child, brother or sister.)  
 If yes, please provide name and account number: **TRADING ACCOUNT NUMBER**  
 \_\_\_\_\_  
 \_\_\_\_\_
  - iv) Are you a Director or a shareholder of a Company which has a trading account with us?  Yes  No  
 If yes, please provide name and account number **TRADING ACCOUNT NUMBER**  
 \_\_\_\_\_  
 \_\_\_\_\_

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

10. I/We declare that the information furnished on this application form is true and complete to the best of my knowledge and belief and I undertake to update and keep you updated of any changes to the information.

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

SUBSCRIBED AND SOLEMNLY declared by the applicant,

\*\* Before me,

Signature of

Signature of

Signature of Witness : \_\_\_\_\_

Applicant 1 :

Applicant 2 :

Name of Witness : \_\_\_\_\_

NRIC/Passport Number : \_\_\_\_\_

Profession/Designation : \_\_\_\_\_

Address of witness : \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

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

Note: \* Delete if not applicable

\*\* Insert name, NRIC/Passport number, profession/designation and address of witness who must be the dealer's representative assigned, an authorized officer of Maybank Investment Bank Berhad or Notary Public or the Officer of the Malaysian Embassy or High Commission/Consulate of the jurisdiction where the form is signed

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

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

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

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

NRIC No. : \_\_\_\_\_ Dealer/Remisier Code : \_\_\_\_\_

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

Brokerage Rate : \_\_\_\_\_ Internet Dealer Code : \_\_\_\_\_

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

Introducer :  SIC  PBC  Maybank Branch

Brokerage Rate : Up to 100k : \_\_\_\_\_

Above 100k : \_\_\_\_\_

<p><b>PROCESSED BY:</b></p>          <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p> <p>Brokerage Code : _____</p> <p>Parent / Account Group : _____ / _____</p> <p>Race Code : _____</p> <p>MBB Branch Code : _____</p>	<p><b>RECOMMENDED BY:</b></p>          <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p> <p>Proposed Approved Limit: RM _____</p> <p>Condition _____</p> <p>_____</p> <p>_____</p>	<p><b>APPROVING AUTHORITY:</b></p>          <p>Deposit* <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Approved Limit: RM _____</p> <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p> <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p> <p><i>* Please tick appropriate box</i></p>
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<p><b>DATA INPUT</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p>	<p><b>DATA INPUT-APPROVED LIMIT</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p> <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p>	<p><b>DATA VALIDATION</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>Date _____</p>
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**FOR COMPLIANCE SUPERVISION USE ONLY**

Account opened in accordance to Bursa Malaysia Securities Berhad rules and Maybank-IB internal policies and procedures?

Yes  No

Remarks (if any) : \_\_\_\_\_

Reviewed by : \_\_\_\_\_

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

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



**Maybank Investment Bank Berhad (15938-H)**  
(A Participating Organisation of Bursa Malaysia Securities Berhad)

**KUALA LUMPUR OFFICE**

Level 8, Tower C  
Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur  
Wilayah Persekutuan

Tel : 603-2297 8888  
Fax : 603-2282 5136

**IPOH BRANCH**

B-G-04 (Ground Floor), Level 1 & 2  
No. 42, Persiaran Greentown1  
Pusat Perdagangan Greentown  
30450 Ipoh  
Perak

Tel : 605-245 3400  
Fax : 605-253 4333

**KLANG BRANCH**

Suite 8.02, Level 8, Menara Trend  
Intan Millennium Square  
No. 68, Jalan Batai Laut 4, Taman Intan  
41300 Klang  
Selangor

Tel : 603-3050 8888  
Fax : 603-3055 7101/7102

**MUTIARA DAMANSARA BRANCH**

Level 1, Wisma Bentley Music  
No. 3, Jalan PJU 7/2  
Mutiara Damansara  
47810 Petaling Jaya  
Selangor

Tel : 603-7718 8888  
Fax : 603-7725 2626



# APPENDICES



Date : \_\_\_\_\_  
 To : Maybank Investment Bank Berhad

**RE : ACTIVATION OF SINGLE SIGN ON USER ID VIA POWER BROKING**

Kindly create id as per below details:

1.	Name	
2.	Branch (Circle Whichever Applicable)	Kuala Lumpur / Ipoh / Klang
2.	NRIC NO	
3.	Trading A/C NO	
4.	Email Address	
5.	Dealer / Remisier Code & Email Address	
6.	Preferable user ID (min 8 max 12 characters)	

Please tick  id creation for the followings:

Local Trading

Global Research

Global Trading\*

\*FIC account has been opened to proceed with Global Trading – Yes / No

FIC Account No : \_\_\_\_\_

\_\_\_\_\_  
 Signature :  
 Name :  
 Date :

\_\_\_\_\_  
 Remisier/Dealer  
 Name & Stamp :  
 Date :

For Office Use Only :

Completed By : \_\_\_\_\_  
 Name & Stamp :  
 Date :

Remark / Password & User ID Sent :

Form **W-8BEN**  
(Rev. February 2006)  
Department of the Treasury  
Internal Revenue Service

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . **W-9**
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . **W-8ECI or W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . **W-8ECI or W-8EXP**

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . **W-8IMY**
- Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner		<b>2</b> Country of incorporation or organization	
<b>3</b> Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation			
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>			
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)	
<b>5</b> Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)	
<b>6</b> U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN		<b>7</b> Foreign tax identifying number, if any (optional)	
<b>8</b> Reference number(s) (see instructions)			

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

- a**  The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.
- b**  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c**  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d**  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e**  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

**Part III Notional Principal Contracts**

**11**  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
  - 2** The beneficial owner is not a U.S. person,
  - 3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
  - 4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here** ▶ \_\_\_\_\_  
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting

"ADDITIONAL FOR FOREIGN TRADE ONLY"

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(Client name & address)

Date:

The Manager  
**Maybank Investment Bank Berhad**  
 Level 8, Tower C, Dataran Maybank  
 No. 1, Jalan Maarof  
 59000 Kuala Lumpur

Dear Sir/Madam,

**RE: CLIENT DECLARATION STATEMENT IN RELATION TO INVESTMENT IN FOREIGN CURRENCY ASSETS THROUGH MAYBANK INVESTMENT BANK BERHAD (MAYBANK IB)**

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The Bank Negara Malaysia's Foreign Exchange Administration Policies (Bank Negara Malaysia's Foreign Exchange Act) on ECM 9: Investment Abroad in relation to the rules on investment in foreign currency assets<sup>1</sup> by residents refers.

I/We hereby do solemnly and sincerely declare and affirm that:

(Please tick box 1\* if you do not have domestic borrowing or box 2\* if you have domestic borrowing or box 3\* if you are a non-resident):

1. \*  **I/We am/are a resident individual/corporation with no domestic borrowing<sup>2</sup>**

I/We hereby undertake to notify Maybank IB immediately in writing should there be any subsequent changes to the above.

2. \*  **I/We am/are a resident individual/corporation with domestic borrowing<sup>2</sup>**

I/We am/are further declare that my/our investments abroad, shall and does not at any point in time exceed Ringgit Malaysia One Million (RM1,000,000.00) for individuals per calendar year **or** Ringgit Malaysia Fifty Million (RM50,000,000.00) on a corporate group basis per calendar year, where it involves conversion of Ringgit Malaysia into foreign currency.

I/We further undertake to seek specific approval from Bank Negara Malaysia in the event my/our currency conversion for the purpose of foreign investment exceeds Ringgit Malaysia One Million (RM1,000,000.00) for individual in a calendar year **or** Ringgit Malaysia Fifty Million (RM50,000,000.00) on a corporate group basis in a calendar year, and I/We further undertake to deliver to Maybank IB a copy of the specific approval duly granted to me/us by Bank Negara Malaysia.

I/We shall also promptly inform Maybank IB in the event there is such currency conversion made by me/us that exceeds the amount of Ringgit Malaysia One Million (RM1,000,000.00) for individuals **or** Ringgit Malaysia Fifty Million (RM50,000,000.00) on a corporate group basis, or such other amount as duly approved by Bank Negara Malaysia, within a calendar year.

3. \*  **I/We am/are a non-resident**
4. I/We hereby grant my/our consent to Maybank IB to disclose to or inform Bank Negara Malaysia or any other relevant regulatory authority/body, if the same is required, following the disclosure/information made by me/us to you as per items 1 or 2 above. I/We shall fully and completely indemnify Maybank IB for any penalty or charges that may be incurred arising from my/our declaration to items 1 or 2 above.
5. I/We further agree that all the terms, amounts and facts as stipulated in this Client Declaration Statement and all other relevant documents, namely Application for Opening of Trading Account of Maybank IB and Supplemental Terms & Conditions for Maybank IB Foreign Share Trading ("Agreements") shall be binding on me/us as the Client(s).
6. I/We am/are aware that all terms used herein shall and will, unless the context requires otherwise, have the same meaning as those stated in the Agreement.

**Notes to the above**

- <sup>1</sup>. "Foreign currency assets" include:
- (a) Foreign currency securities;
  - (b) Foreign currency loans;
  - (c) Foreign currency deposits;
  - (d) All approved foreign currency-denominated products offered by:
    - (i) licensed onshore banks;
    - (ii) licensed International Islamic Banks;
    - (iii) Bursa Malaysia; and
    - (iv) any residents permitted by the Controller of Foreign Exchange; and
  - (e) Exchange traded foreign currency-denominated derivatives (other than currency constraints) transacted via resident futures brokers.

- <sup>2</sup>. "**domestic borrowing**" means credit facilities obtained from any resident, where "credit facilities" is defined as:

*"Any advances, loan, trade financing facilities, hire purchase, factoring facilities with recourse, financial leasing facilities, guarantees for payment of goods, redeemable preference shares or similar facilities in whatever name or form. The following are excluded:*

- Trade credit terms extended by a supplier for all types of goods and services;
- Forward exchange contracts entered with licensed onshore banks and licensed International Islamic Banks;
- Performance guarantees and financial guarantees;
- One personal housing loan and one vehicle loan obtained from residents;
- Credit card and charge card facilities;
- Operational leasing facilities; and
- Factoring facilities without recourse.

Yours faithfully,

Client Signature	:	_____	Verified by	:	_____
I/C Number	:		Name	:	
Trading Account No	:			:	