



RHB INVESTMENT BANK BERHAD 197401002639 (19663-P)
 (A Participating Organisation of Bursa Malaysia Securities Berhad)
 (A Trading Participant of Bursa Malaysia Derivatives Berhad)

For Office Use Only

Branch Code / Name	_____		
CDS No.	_____	Primary CIF No.	_____
CDS Acct Open Date	_____	DR Code	_____
Equities Acct No.	_____	FBR Code	_____
Derivatives Acct No.	_____	Marketing Code	_____
Date Opened	_____		

ACCOUNT OPENING APPLICATION FORM – NON-INDIVIDUAL

GENERAL INFORMATION

Kindly read instructions below before completing the form. Tick where applicable *Delete where not applicable

INSTRUCTIONS FOR COMPLETION OF APPLICATION FORM

1. Please write in BLOCK LETTERS.
2. All relevant information must be completed. Any field that is not applicable must be crossed and stated as N/A. Any amendment must be legible and should be countersigned by the Client and / or the Dealer's Representative ("DR") / Futures Broker's Representative ("FBR"), as the case may be.
3. Form that is incomplete, illegible or defaced in any way may result in the application being rejected.
4. Resident means (a) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia; (b) an unincorporated body registered with or approved by any authority in Malaysia; or (c) the Government or any State Government.

Type of Product (select whichever applicable)	:	<input type="checkbox"/> Conventional	<input type="checkbox"/> Islamic	
Type of Investment (select whichever applicable)	:	<input type="checkbox"/> Equities	<input type="checkbox"/> Derivatives	<input type="checkbox"/> Structured Investment
Type of Account for Equities (select whichever applicable)	:	<input type="checkbox"/> Trading Account-Retail	<input type="checkbox"/> Trading Account-Islamic (Window Services)	<input type="checkbox"/> Securities Borrowing and Lending (SBL)
		<input type="checkbox"/> Nominees Account	<input type="checkbox"/> Margin Account	<input type="checkbox"/> Others, please specify

Note:-
 1. For Institutional Equities application, additional form is required.

A) CORPORATE

Name (As per Business Registration)

Former Business Name

Doing Business as Name

1	
2	
3	

Country of Incorporation Malaysia Others: Country of Origin _____
 Country of Head Quarters _____
(if different from country of incorporation)

Registration Number

Tax Identification Number

*Mandatory

Sales and Services Tax (SST)

 Registration No

Date of Incorporation (DD/MM/YYYY)

Registered Address (As per Business Registration)

Postcode _____ Town _____
 State _____ Country _____

Business Address (only to complete if different from Registered address)

Postcode _____ Town _____
 State _____ Country _____

Mailing Address (only to complete if different from Registered address)

Postcode _____ Town _____
 State _____ Country _____

Contact No. Business / Office Number

Email (One Only)

Website Address

A) CORPORATE (Continue)

Start-up Company (less than 3 years in operation) Yes No

Top 5 Country of Business Activities/Exposure 1 _____ 2 _____ 3 _____
 4 _____ 5 _____

Nature of Business (MSIC)²

<input type="checkbox"/> Accommodation and Food Service Activities	<input type="checkbox"/> Information and Communication
<input type="checkbox"/> Activities of Extraterritorial Organizations and Bodies	<input type="checkbox"/> Manufacturing
<input type="checkbox"/> Activities of Households as Employers; Undifferentiated Goods and Services Producing Activities of Households for Own Use	<input type="checkbox"/> Mining and Quarrying
<input type="checkbox"/> Administrative and Support Service Activities	<input type="checkbox"/> Other Service Activities
<input type="checkbox"/> Agriculture, Forestry and Fishing	<input type="checkbox"/> Professional, Scientific and Technical Activities
<input type="checkbox"/> Arts, Entertainment and Recreation	<input type="checkbox"/> Public Administration and Defence; Compulsory Social Security
<input type="checkbox"/> Construction	<input type="checkbox"/> Real Estate Activities
<input type="checkbox"/> Education	<input type="checkbox"/> Transportation and Storage
<input type="checkbox"/> Electricity, Gas, Steam and Air Conditioning Supply	<input type="checkbox"/> Water Supply; Sewerage, Waste Management and Remediation Activities
<input type="checkbox"/> Financial and Insurance / Takaful Activities	<input type="checkbox"/> Wholesale and Retail Trade; Repair of Motor Vehicles and Motorcycles
<input type="checkbox"/> Human Health and Social Work Activities	

MSIC Code² (For RHB Investment Bank ("RHBIB") Use Only) _____

Type of Organisation

<input type="checkbox"/> Association	<input type="checkbox"/> Central Bank	<input type="checkbox"/> Commercial Bank	<input type="checkbox"/> Cooperative
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Finance	<input type="checkbox"/> Individual	<input type="checkbox"/> Insurance
<input type="checkbox"/> Investment Bank	<input type="checkbox"/> Investment Islamic Bank	<input type="checkbox"/> Investment Organisation	<input type="checkbox"/> Islamic Bank
<input type="checkbox"/> Issuer-For Treasury	<input type="checkbox"/> Limited Liability Partner	<input type="checkbox"/> Local Government	<input type="checkbox"/> Other Non-Bank Financial Institution
<input type="checkbox"/> Partnership ³	<input type="checkbox"/> Private Ltd Co	<input type="checkbox"/> Professional Body	<input type="checkbox"/> Public Fund
<input type="checkbox"/> Public Ltd Co	<input type="checkbox"/> Religious Body	<input type="checkbox"/> Schools	<input type="checkbox"/> Societies / Clubs
<input type="checkbox"/> Sole Proprietor ³	<input type="checkbox"/> State Government	<input type="checkbox"/> Statutory Body	<input type="checkbox"/> Stock Broking Firm
<input type="checkbox"/> Trade Union	<input type="checkbox"/> Trustee		

Nature of Ownership

<input type="checkbox"/> Domestic Banking Institution (Commercial Banks/Islamic Banks/Investment Bank)	<input type="checkbox"/> Domestic Non-Bank Financial Institution
<input type="checkbox"/> Bumiputra Controlled SME (Micro/Small/Medium)	<input type="checkbox"/> Non-Bumiputra Controlled SME (Micro/Small/Medium)
<input type="checkbox"/> Government Controlled SME (Micro/Small/Medium)	<input type="checkbox"/> Government (Federal/State/Local/Statutory)
<input type="checkbox"/> Foreign Banking Institution	<input type="checkbox"/> Stockbroking Companies (Subsidiary/Associate/Other)
<input type="checkbox"/> Foreign Non-Bank Entities	<input type="checkbox"/> Others, please specify: _____

Authorised Share Capital (RM)*	<input type="text"/>	Paid Up Capital (RM)*	<input type="text"/>
Total Assets (RM)*	<input type="text"/>	Total Borrowings/Financings (RM)*	<input type="text"/>
Total Net Assets (RM)*	<input type="text"/>	Revenue (RM)*	<input type="text"/>

*Based on last audited account

Source of Funds	Source of Funds	Source of Funds	Exposure (%)	Source of Funds	Source of Funds	Source of Funds	Exposure (%)
<input type="checkbox"/> Business Sales/Proceeds	<input type="checkbox"/> Credit Facility Approve by Financial Institution	<input type="checkbox"/> Crypto Currency/Digital Asset Investment Proceeds	<input type="checkbox"/> Dividends/Profits	<input type="checkbox"/> Fixed Deposit/Term Deposit Placement Rollover/Renewal	<input type="checkbox"/> Financial Aid/Subsidies	<input type="checkbox"/> Gift/Donation	<input type="checkbox"/> Inheritance
<input type="checkbox"/> Insurance/Takaful Maturity/Surrender							

Source of Wealth (select maximum 1 option only)

<input type="checkbox"/> Accumulated Savings	<input type="checkbox"/> Crypto Currency/Digital Asset Investment Proceeds	<input type="checkbox"/> Disposal of Assets/Shares	<input type="checkbox"/> Foreign investment proceeds
<input type="checkbox"/> Inheritance	<input type="checkbox"/> Income from own business	<input type="checkbox"/> Insurance/ Takaful Maturity/Surrender	<input type="checkbox"/> Legal Settlement
<input type="checkbox"/> Local Investment proceeds	<input type="checkbox"/> Property (rental proceeds)	<input type="checkbox"/> Return on investment	<input type="checkbox"/> Sales of Business
<input type="checkbox"/> Trust Fund			

Estimated Net Worth

<input type="checkbox"/> RM50,000 and below	<input type="checkbox"/> RM50,001 – RM100,000	<input type="checkbox"/> RM100,001 – RM500,000	<input type="checkbox"/> RM500,001-RM1,000,000
<input type="checkbox"/> RM1,000,001–RM4,000,000	<input type="checkbox"/> RM4,000,001– RM7,000,000	<input type="checkbox"/> RM7,000,001- RM9,999,999	<input type="checkbox"/> RM10,000,000 and above

Note:-
 2. MSIC = Malaysia Standard Industry Code
 3. Not applicable to Equities

B) PURPOSE OF ACCOUNT OPENING/INVESTMENT OBJECTIVE/TRADING EXPERIENCE

- 1) Purpose of Account Opening / Investment Objective Hedging Income Investments
 IPO/ESOS Application Shares/Futures Trading Speculating
- 2) Trading Experience (a) In Equities

 Years (c) In Structured Products

 Years
(b) In Derivatives

 Years

C) RELATED PARTIES

1. Related to any staff / director / DR / FBR of RHBIB? Yes (Kindly provide information below#) No
- | <u>Name of Related Staff / Director / DR / FBR</u> | <u>Relationship</u> | <u>NRIC No.</u> |
|--|---------------------|-----------------|
| i. _____ | _____ | _____ |
| ii. _____ | _____ | _____ |
| iii. _____ | _____ | _____ |
2. Related persons / corporations maintain accounts with RHBIB? Yes (Kindly provide information below#) No
(Accounts include individual account, joint account and / or corporate account. Related persons include spouse, children, partner, partner's spouse, partner's children, related or associated corporation where you or your spouse or your children or partner or partner's spouse and children have direct or indirect equity holdings of more than 20% and person acting in concert with such related / single persons. 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. Person acting in concert with such related / single persons is deemed related when a person has entered into an agreement or arrangement for control purpose to (i) jointly acquire interest in shares of corporation for control purpose; (ii) jointly exercise control over corporation by means of interest in shares already held.)
- | <u>Name of Related Person / Corporation</u> | <u>Relationship</u> | <u>Trading Account No.</u> |
|---|---------------------|----------------------------|
| i. _____ | _____ | _____ |
| ii. _____ | _____ | _____ |
| iii. _____ | _____ | _____ |
3. Do any of your company's Directors have trading account(s) with RHBIB? Yes (Kindly provide information below#) No
- | <u>Name of Director</u> | <u>Account No.</u> |
|-------------------------|--------------------|
| i. _____ | _____ |
| ii. _____ | _____ |
| iii. _____ | _____ |
4. Guarantor for any account held in RHBIB or other subsidiaries of RHB Bank Berhad? Yes (Kindly provide information below#) No
- | <u>Name of Company</u> | <u>Account No.</u> |
|------------------------|--------------------|
| i. _____ | _____ |
| ii. _____ | _____ |
| iii. _____ | _____ |
5. Any individual or company that has 25% or more shareholdings in the Company? Yes (Kindly provide information below) No
- | <u>Name</u> | <u>Relationship</u> |
|-------------|---------------------|
| i. _____ | _____ |
| ii. _____ | _____ |
| iii. _____ | _____ |
6. Will you be authorising any person to place order(s) on your behalf? Yes (Kindly request a sample Letter of Authorisation for completion) No
7. Do you maintain any trading accounts with other brokers? Yes (Please state broker's name, type of account and trading limit below) No
- | <u>Name of Broker</u> | <u>Type of Account</u> | <u>Trading Limit</u> |
|-----------------------|------------------------|----------------------|
| i. _____ | _____ | _____ |
| ii. _____ | _____ | _____ |
| iii. _____ | _____ | _____ |
8. Are you an insider of company listed in any stock exchange?
(Insider is defined as a person holding any position / identity of a director, supervisor, officer, shareholder holding 10% and above shares of company listed in any stock exchanges. I undertake to notify RHBIB in event of any changes of my position / identity.)
- | <u>Country</u> | <u>Company Name</u> | <u>Stock Code</u> | <u>Position / Identity in the Company</u> |
|----------------|---------------------|-------------------|---|
| i. _____ | _____ | _____ | _____ |
| ii. _____ | _____ | _____ | _____ |
| iii. _____ | _____ | _____ | _____ |

3C. Non-Financial Entity		FATCA Status (for non-US person only)	CRS Status
<input type="checkbox"/>	Active Business	Active NFFE	Active NFE
<input type="checkbox"/>	Holding Company of Non-Financial Groups	Active NFFE – Excepted Non-Financial Group Entity	Active NFE (Others) – Holding NFE of Non-Financial Group
<input type="checkbox"/>	Start-up Company	Active NFFE – Excepted Non-Financial Start-Up Company	Active NFE (Others) – Start-up NFE
<input type="checkbox"/>	Liquidating or Emerging from Bankruptcy Company	Active NFFE – Excepted Non-Financial Foreign Entity in liquidation or bankruptcy	Active NFE (Others) – Liquidating or emerging from bankruptcy
<input type="checkbox"/>	Treasury / Financing Centre of Non-Financial Group	Active NFFE – Excepted Non-Financial Group Entity	Active NFE (Others) – Treasury/Financial Centre of Non-Financial Group
<input type="checkbox"/>	Charity / Non-Profit Organization	Active NFFE – Non-Profit Organization	Active NFE (Others) – Non-Profit NFE
<input type="checkbox"/>	Passive Non-Financial Entity <i>Please also complete Controlling Person Self-Certification Form for all Controlling Persons.</i>	Passive NFFE	Passive NFE

iii) Declaration an Undertaking

We acknowledge that the information contained in this form and information regarding our account(s) with RHBIB may be provided to Inland Revenue Board of Malaysia (IRBM) and they may exchange this information with tax authorities of other jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

We have been explained and understood the foreign indicia which could impact the FATCA and CRS. We declare that all statements made in this declaration are, to the best of our knowledge and belief, true, complete and accurate.

We undertake to advise RHBIB within thirty (30) calendar days of any change in circumstances which affects the tax residency status of the Account Holder identified in Section 1 of this form or causes the information contained herein to become incorrect or incomplete, and to provide RHBIB with a suitably updated self-certification and declaration within thirty (30) calendar days of such change in circumstances

B) FORM OF DISCLOSURE BY CLIENTS OF PARTICIPATING ORGANISATION Rule 5.15 (8) of RULES OF BURSA MALAYSIA SECURITIES BERHAD

We do solemnly declare that the dealings in securities in respect of our Equities Trading Account are to be carried out:-

- For us as principal.
 For and on behalf of another person (applicable only to Executors / Administrators / Trust Foundation).

Note: Bursa Securities takes a serious view of any misrepresentation arising from the making of an erroneous disclosure or not making a disclosure at all.

C) DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC RINGGIT BORROWING/FINANCING

PART 1: DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC RINGGIT BORROWING/FINANCING STATUS - FOREIGN EXCHANGE POLICY NOTICES (Applicable to Resident Entity and Non-Resident Entity)

Note:

Please tick and provide the necessary, and leave the blank if it is not applicable.
Please complete (a) and (b).

a. Malaysia Resident/Non-Malaysia Resident

- We are a body corporate incorporated or established outside Malaysia however registered or obtained approval from an authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Policy Notices issued by Bank Negara Malaysia ("BNM") and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- We are a body corporate registered with Companies Commission of Malaysia or any authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Policy Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- We are a body corporate incorporated or established outside Malaysia, and do not have any approval from any authority in Malaysia to be considered as a Malaysia resident. As such, we hereby declare that pursuant to Foreign Exchange Policy Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Non-Malaysia resident.

b. Domestic Ringgit Borrowing/Financing (Applicable to Malaysia Resident only)

- We DO NOT have Domestic Ringgit Borrowing/Financing* with a Financial Institution(s) and/or Resident(s) in Malaysia and in the event We have any domestic Ringgit borrowing/financing, we undertake to inform the Bank immediately.
- We do have domestic Ringgit borrowing/financing* with a Financial Institutions and/or Resident(s) in Malaysia and our total investment in foreign currency assets including this application do not exceed RM 50 million equivalent** (for resident entity within its group of entities with parent-subsidiary relationship) in aggregate this calendar year.

	Name	Utilised Amount (RM)
Entity 1		
Entity 2		
Entity 3		

- We do have domestic Ringgit borrowing/financing* with a Financial Institutions and/or Resident(s) in Malaysia and our total investment in foreign currency assets including this application has exceeded RM50 million equivalent** (for resident entity within its group of entities with parent-subsidiary relationship) in aggregate this calendar year. We furnish the approval letter from Bank Negara Malaysia (BNM) as supporting document.

	Name	Utilised Amount (RM)	Approved Amount (RM)
Entity 1			
Entity 2			
Entity 3			

*The resident entity deemed to have a domestic Ringgit borrowing/financing when another resident entity with parent-subsidiary relationship has a domestic Ringgit borrowing/financing.

** Pursuant to paragraph 4 (c), Part B of Notice 3 of Foreign Exchange Policy Notices, a Resident Entity with Domestic Ringgit Borrowing/Financing is allowed to invest in Foreign Currency Asset up to RM50 million equivalent^ per calendar year using funds sourced from the aggregate of:

- Conversion of Ringgit into Foreign Currency;
- Trade FCA;
- A Borrowing/Financing in Foreign Currency from a Licensed Onshore Bank ("LOB") for purposes other than Direct Investment Abroad; and
- Swapping of a ringgit-denominated financial asset in Malaysia for a financial asset in Labuan Entity or Outside Malaysia.

^computed in aggregate based on the Resident Entity and other Resident Entity with parent-subsidiary relationship's investment in Foreign Currency Asset.

PART 2: DECLARATION AND UNDERTAKING

We understand that under BNM's Foreign Exchange Policy Notices,

1. RHBIB has the right to suspend our account from any further purchasing of financial assets denominated in currencies other than Ringgit Malaysia ("Investment") without the approval letter from BNM if our Investment has exceeded the stipulated aggregate threshold per calendar year.
2. Resident refers to:
 - A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
 - A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
 - A body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
 - An unincorporated body registered with or approved by any authority in Malaysia; or
 - The Government or any State Government
3. Non-Resident refers to:
 - Any person other than a resident;
 - An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
 - Embassies, Consulates, High Commissions, supranational or international organization; or
 - A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia;

For the avoidance of doubt, this include Malaysian Embassies, Consulates and High Commissions.
4. Domestic Ringgit Borrowing/Financing refers to:

Any borrowing/financing in Ringgit obtained by a resident from another resident (including individuals, corporations and financial institutions) in the form of utilised or unutilised credit facility, financing facility, trade financing facility (including but not limited to) trade guarantee or guarantee for payment of goods, redeemable preference share, Islamic redeemable preference share, corporate bond or Sukuk other than:

 - Trade credit terms extended by a supplier for any types of good or services;
 - a credit limit that a LOB apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves—
 - (i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
 - (ii) exchanging of Foreign Currency debt for a Ringgit debt;
 - a Financial Guarantee or Non-Financial Guarantees;
 - Operational leasing facility;
 - Factoring facility without recourse;
 - A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one residential property and one vehicle; or
 - Credit card/-i or charge card/-i facility obtained by an individual from a Resident and used for payment for retail goods or services only.

For purposes of determining the Domestic Ringgit Borrowing/Financing status of a Resident Entity—

 - (a) the Resident Entity is deemed to have a Domestic Ringgit Borrowing/Financing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing/Financing; and
 - (b) the following shall not be considered as Domestic Ringgit Borrowing/Financing—
 - (i) a Borrowing/Financing obtained from another Resident Entity with Parent-Subsidiary Relationship;
 - (ii) a Borrowing/Financing obtained from its Direct Shareholder; or
 - (iii) any facility including credit facility or financing facility which is used for Sundry Expenses or Employees' Expenses only.
 - "Sundry Expenses" refers to small and infrequent expenses for office supplies (e.g. stationaries), ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operation.
 - "Employees' Expenses" refers to business-related expenses which may include, but not limited to, travel (e.g. lodging and transportation), entertainment, health, insurance, takaful and other employees' expenses, excluding investment.
5. Foreign Currency Asset refers to Foreign Currency Asset Offshore and Foreign Currency Asset Onshore.

Foreign Currency Asset Offshore (previously referred to as "Investment Abroad"):

 - (a) a financial asset in Malaysia swapped for a financial asset in a Labuan Entity or outside Malaysia;
 - (b) Foreign Currency Borrowing/Financing given to a Non-Resident;
 - (c) working capital arising from the set-up of any business arrangement outside Malaysia, (including a joint venture project where no Entity is created or established);
 - (d) deposit in a Foreign Currency Account maintained with a Labuan Entity or outside Malaysia excluding reasonable amount of deposit for education, employment or migration outside Malaysia; or
 - (e) Foreign Currency-denominated—
 - (i) asset (tangible or intangible) offered by a Non-Resident or any person whose residency cannot be determined.;
 - (ii) asset (tangible or intangible) in or maintained with a Labuan Entity or outside Malaysia;
 - (iii) Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment offered on a Specified Exchange under the CMSA outside Malaysia undertaken by a Resident through a Resident futures broker; or
 - (iv) Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment issued or offered by a Non-Resident.

Foreign Currency Asset Onshore:

 - (a) Foreign Currency-denominated securities or Islamic securities offered in Malaysia by a Resident as approved in writing by the RHBIB;
 - (b) Foreign Currency-denominated Financial Instrument or Islamic Financial Instrument offered in Malaysia by a Resident as approved in writing by the RHBIB excluding a derivative or Islamic derivative transaction entered with Firm Commitment;
 - (c) deposit in Investment foreign currency account (FCA) with a LOB or an approved Financial Institution as specified in Notice 3; or
 - (d) any instrument offered by a LOB with Foreign Currency delivery at maturity (such as dual-currency investment).
6. We shall consent to abide with and be bound by the provision of the Financial Services Act 2013/Islamic Financial Services Act 2013 and Foreign Exchange Policy Notices and any amendments to the same from time to time with regard to any transaction or payments to or from our relevant Investment account(s);
7. In the event there are changes to the circumstances and/or details contained in this declaration and/or our undertaking herein, we undertake to update RHBIB of the changes immediately, failing which you may proceed to take any actions you deem fit without further reference to us;
8. We hereby declare that the information/declaration/undertaking provided in this form is true and correct.

D) APPLICATION FOR FOREIGN CURRENCY SETTLEMENT (FOR CONVENTIONAL ACCOUNT ONLY)

1. We, hereby request RHBIB with immediate effect to:-

Exchange Traded Currencies

- (a) settle transactions conducted on the Bursa Malaysia Securities Berhad ("BMSB") and / or the Recognised Exchanges in the exchange traded currencies where the Securities are quoted in the same currency on the relevant exchanges ("Foreign Currency Quoted Securities").
- (b) furnish the contract notes and statements for the purchase and / or sale of the Foreign Currency Quoted Securities listed on the BMSB and/or Recognised Exchanges in the exchange traded currencies.

2. We further authorise RHBIB to do the following in respect of the trust account:-

- (a) convert from our domestic or withdraw from our foreign currency trust account(s) for settlement purposes including to settle any interest/profit, fees or charges, taxes, fines, penalties in respect of the Foreign Currency Quoted Securities transactions conducted on the BMSB and / or Recognised Exchanges.
- (b) to credit into our foreign currency trust account any sales proceeds due from sale of Foreign Currency Quoted Securities listed on the BMSB and/or Recognised Exchanges.

In consideration of the abovementioned request and authorisation, we hereby acknowledge, accept and agree with the following terms and conditions:-

- a) to bear any fees, charges and/or penalties which may be charged by any agent banks or banking institutions should we remit foreign currency inward or outward via telegraphic transfers.
- b) to pay the transaction fees and any other fees charged by RHBIB for Foreign Currency Quoted Securities transactions conducted on the BMSB and/or Recognised Exchanges arising from our request to settle the above transactions in foreign currency as may be imposed by RHBIB from time to time.
- c) that the settlement currency selected by us CANNOT be changed once the contract has been booked out.
- d) that RHBIB shall settle our transactions in MYR should the settlement currency listed in Section D, no. 1(a) above is not selected by us unless otherwise requested by us by way of completing this authorisation and undertaking form or if the selected settlement currencies are no longer made available by the agents / counter brokers.
- e) to abide by RHBIB's internal policies, the applicable rules and regulations imposed by the regulators and any amendments or variation thereof.

In consideration of the abovementioned request and authorisation, we hereby irrevocably undertake to indemnify RHBIB from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and expenses which RHBIB may sustain, incur and be liable to in consequence of or attributable to or arising from RHBIB performing the aforesaid request and authorisation. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of our account with RHBIB.

E) SOPHISTICATED INVESTOR DECLARATION

We as named above hereby declare that We are regarded as Sophisticated Investor pursuant to Securities Commission Malaysia's Guidelines on Categories of Sophisticated Investors. We are prepared to furnish any documentary evidence to establish the accuracy of this Declaration.

Please tick (/) in the appropriate box(es) below:-

- We ("the Company") hereby declare that we fall under the definition of **High-Net Worth Entity**, which is:
- A company that is registered as a trust company under the *Trust Companies Act 1949* and has assets under its management exceeding RM10 million or its equivalent in foreign currencies.
- A corporation that:-
- is a public company under the *Companies Act 2016* which is approved by the Securities Commission Malaysia to be a trustee under the *Capital Markets and Services Act 2007* and has assets under its management, exceeding RM10 million or its equivalent in foreign currencies; or
- is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies.
- A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts.
- A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies.
- A statutory body established under any laws whose function or mandate is investment in capital market products.
- A pension fund approved by the Director General of Inland Revenue under *the Income Tax Act 1967*.
- We hereby declare that we fall under the definition of **Accredited Investor(s)**, which is:
- (i) A unit trust scheme, private retirement scheme or prescribed investment scheme.
- (ii) Bank Negara.
- (iii) A licensed person or a registered person.
- (iv) An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.
- (v) A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Securities Commission Malaysia.
- (vi) A bank licensee or an insurance licensee as defined under the *Labuan Financial Services and Securities Act 2010 [Act 704]*.
- (vii) An Islamic bank licensee or a takaful licensee as defined under the *Labuan Islamic Financial Services and Securities Act 2010 [Act 705]*.
- (viii) A chief executive officer or a director of any person referred to in (iii), (iv), (v), (vi) and (vii) above.
- (ix) A closed-end fund approved by the Securities Commission Malaysia.

We further undertake to notify you in writing in the event of any change in our/the Company's financial position, as a result of which our total net assets shall fail to meet the requirements of Securities Commission Malaysia's Guidelines on Categories of Sophisticated Investors. Accordingly, we hereby irrevocably and unconditionally undertake to indemnify you against all claims, demands, losses, penalties/charges, proceedings, damages and/or expenses that you may incur or suffer, whether arising directly or indirectly as a result of our declaration as herein contained or as a result of a breach of our undertakings as herein contained.

We make this declaration conscientiously believing the same to be true and accurate.

F) PRIVACY NOTICE FOR GUARANTOR/ AUTHORISED SIGNATORY/ CONTACT PERSON OF CORPORATE CLIENT

We understand that RHBIB will use, collect, record, store, share and/or process our personal information, including, without limitation, our contact details, background information, financial data, tax residency and other information relevant to my application for the product and / or service which

- (a) We have provided in this form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
- (b) has been obtained from analysis of my payment and other transactions/services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations

for any and/or all of the following purposes ("**Purpose**"), if applicable:

- (i) providing this product and/or service and notifying us about important changes or developments to the features;
- (ii) updating and managing the accuracy of RHB Banking Group's records;
- (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (iv) assessment and analysis including credit, lending /financing, insurance/takaful risks and/or other risk purposes, behaviour scoring / mining / profiling / data analytics / due diligence / market and product analysis and/or market research;
- (v) communications and ensuring customer satisfaction, which may include responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of our indebtedness and recovering debt that we owe to RHBIB;

F) PRIVACY NOTICE FOR GUARANTOR/AUTHORISED SIGNATORY/CONTACT PERSON OF CORPORATE CLIENT (Continue)

- (vii) maintaining our credit history for present and future reference;
- (viii) enabling an actual or proposed assignee of RHBIB, or participant or sub-participant of RHBIB to evaluate our transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (ix) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
- (x) for RHBIB's corporate events (including networking events, launching of products, etc.) /contests, of which photographs / images of us may be captured and may be used for RHBIB's publications; or
- (xi) protecting RHB Banking Group's interests; or
- (xii) all other purposes which are ancillary to or related with any of the above.

We understand and acknowledge that it is necessary for RHBIB to process our personal information for the Purpose, without which RHBIB will not be able to provide the product/service that we have requested from RHBIB and to notify us about important changes or developments to the products/services. Where we have provided RHBIB with sensitive personal information (in particular, information consisting our physical/mental health for applications of insurance / takaful products/services), we hereby provide RHBIB with our express consent to process the same in the manner described in this Privacy Notice. We may exercise our options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by visiting www.rhbtradesmart.com or contact customer.service@rhbgroup.com.

We understand that RHBIB may disclose our personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, service providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBIB.

We further understand that we may request for correction (if our personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if we no longer have any existing products/services with RHB Banking Group) of our personal information or limit the processing thereof at any time hereafter by submitting such request via post, email or fax to the following address:

Manager**RHB Banking Group****Customer Contact Centre****Level 4, Crystal Plaza, No.4, Jalan 51a/223, Seksyen 51a,****46100 Petaling Jaya Selangor, Malaysia****Telephone number: +603 9206 8118****Email: customer.service@rhbgroup.com**

We acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at www.rhbgroup.com and that we may channel any complaints or inquiries we may have in the manner indicated above.

[This paragraph is only applicable to RHB Investment Bank Berhad customer(s), if any]

We understand that RHBIB is regulated by Bursa Malaysia, and that our personal information may be disclosed to the relevant Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, or Bursa Malaysia Derivatives Berhad, etc) (collectively, "**Bursa Malaysia**") for legal, regulatory and administrative purposes, if applicable. Where our personal information is provided to Bursa Malaysia, we understand that Bursa Malaysia's personal data protection practices as described in Bursa's Personal Data Notice, (available at http://www.bursamalaysia.com/personal_data_notice) would apply.

[This paragraph is only applicable to individual guarantor(s), if any]

We understand that as a guarantor, RHBIB will process our personal information according to the Purpose described above and that we will have similar rights to access and correct our personal information as described above.

ACKNOWLEDGEMENT AND CONSENT

By providing our personal information and signature, we consent to RHBIB processing our personal information for any necessary disclosures and overseas transfers of our personal information to relevant third parties, for the Purpose, if applicable.

We agree to the disclosure and/or transfer of our personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my personal information for the Purpose, if applicable.

We also represent and warrant that we have sufficiently obtained the consent of third-party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information we have disclosed to RHBIB to allow RHBIB to process the same in relation to the Purpose, if applicable.

[This paragraph is only applicable to the authorized signatory(s)/contact person(s) of RHBIB's corporate customer(s), if any]

As the authorized signatory(s)/contact person(s) of RHBIB's corporate customer, we understand that personal information of the directors, individual shareholders, employees, other authorised signatories, individual guarantors, individual security providers, suppliers/vendors and/or related parties etc, may be collected and processed by RHBIB for the purpose of the commercial transactions between the corporate customer and RHBIB. We represent and warrant that we are entitled to provide the said personal information to RHBIB and/or the appropriate consent have been obtained to allow RHBIB to process the said personal information for the said purpose.

G) CONSENT FOR CROSS SELLING, MARKETING, PROMOTE PRODUCTS AND SERVICES OF STRATEGIC PARTNERS

Please ✓ where applicable

We consent and authorize RHBIB to process and disclose any information that we have provided for the purposes of cross selling, marketing, promotions (including administering offers and competitions), and conducting surveys (to improve the quality of products/services) to RHB Banking Group (which shall include the holding company(s), its subsidiary(s), any associated company(s) and/or any company/branch as a result of any restructuring, merger, sale or acquisition, whether in or outside Malaysia), strategic partners, service providers and its agent, servant and/or such persons or third parties, if applicable. In the event, we do not wish to disclose our personal data for the said purpose, we will submit and sign the revocation request in the prescribed form to RHBIB to remove from receiving marketing materials (including cross-selling, marketing and promotions described above).

Yes No

H) DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION

1. We declare that we have read and fully understood the contents of this Declaration, Acknowledgment and Authorisation ("DAA") and all the Terms and Conditions for Trading in Equities / Terms and Conditions for Trading in Islamic Broking / Term and Conditions for Trading In Derivatives (collectively called "Terms and Conditions") attached herein and all other Terms and Conditions under the documents as indicated in the table below ("Other Documents") for the Types of Investment which we have selected and acknowledge that we have received a copy of the said Terms and Conditions and the Other Documents for the Types of Investment which we have selected. We agree to be bound by the said DAA, the said Terms and Conditions and the terms under the Other Documents (whichever relevant) and any amendments, variations or modifications thereto as may be made and / or imposed by RHBIB from time to time, and we are deemed to have been notified of such amended, varied or modified DAA, Terms and Conditions and the terms under the Other Documents (whichever relevant) upon the same being made available on the website(s) of RHBIB or being made available at the premises of RHBIB, and we are deemed to have accepted such amendments, variations, or modifications in the event we continue with our trading or investment with RHBIB. We further declare that we have read and fully understood the contents of the Risk Disclosure Statements and the respective documents attached thereto, which have been explained to us.

EQUITIES TRADING	Islamic Broking	DEALING IN DERIVATIVES
<ul style="list-style-type: none"> a) General Terms & Conditions for Trading In Equities ("General Terms And Conditions"); b) Specific Terms and Conditions for Online Trading Services; c) Conditional Trading Terms and Conditions; d) Cross Border Trading Risk Disclosure Statement; e) Structured Warrant Risk Disclosure Statement; f) Exchange-Traded Funds Risk Disclosure Statement; g) Declaration and Acknowledgement for Day Trading Activities; h) Declaration and Acknowledgement for Trading in Cash Upfront Basis i) Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS); and j) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 	<ul style="list-style-type: none"> a) General Terms & Conditions – Islamic Broking ("General Terms and Conditions"); b) Conditional Trading Terms and Conditions; c) Cross Border Trading Risk Disclosure Statement; d) Structured Warrant Risk Disclosure Statement; e) Exchange-Traded Funds Risk Disclosure Statement; f) Declaration and Acknowledgement for Day Trading Activities; g) Specific Terms and Conditions for Online Trading Services; h) Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS); and i) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 	<ul style="list-style-type: none"> a) Explanatory Text – Derivatives; b) General Terms and Conditions for Trading in Derivatives; c) Risk Disclosure Statement; d) Direct Market Access – Terms and Conditions; and e) Declaration and Acknowledgement for Day Trading Activities

2. We hereby declare that we are over 18 years old and that we have not been adjudicated or declared a bankrupt and have not committed an act of bankruptcy and have no knowledge of any bankruptcy petition presented against us in any court of competent jurisdiction.
3. We hereby declare that we have not convened a meeting of our creditors or propose or make any arrangement or composition with, or any assignment for the benefit of our creditors, nor has a petition been presented or a meeting been convened for the purpose of considering a resolution for the winding up of, or other steps are taken for making of an administration order against us (other than for the purpose of reconstruction).
4. We hereby declare that we are not under the employment of another Participating Organisation or Trading Participant (as defined in the Rules of Bursa Malaysia Securities Berhad ("Bursa Securities").
5. We further agree that RHBIB may from time to time perform credit checks on us and we further consent to RHBIB performing such credit checks against databases available to RHBIB including but not limited to databases maintained by independent credit database providers and regulatory authorities. We shall provide credit clearance letter with any supporting documents if there is any adverse credit report found failing which RHBIB has the right to reject our application.
6. We acknowledge that this application is subject to the approval of RHBIB and RHBIB has the absolute discretion to approve or reject this application without assigning any reasons thereto. In addition, upon the occurrence of any of the events mentioned in (2), (3), (4), and (5) above, we agree and undertake to immediately cease trading and shall forthwith notify RHBIB in writing of the occurrence of such event(s). We agree that until written notice of such event is given to RHBIB, all orders carried out by us under our trading account(s) shall be valid and enforceable against us.
7. We declare that all particulars and information given herein are true and correct and they shall also be applicable to the accounts opened and maintained at any of RHBIB's branches and that we have not withheld any material facts or information from RHBIB. RHBIB is entitled to fully rely on such information for all purposes, unless RHBIB receives notice in writing from us informing otherwise. We further undertake to furnish to RHBIB with such additional particulars as RHBIB may require from time to time.
8. We undertake to notify RHBIB in writing of any changes in the information provided herein by us. We agree that any such changes shall be effective three (3) business days after RHBIB's receipt of our notice.
9. We agree to be bound by the Rules and Regulations of Bursa Securities, Bursa Derivatives and the Rules of the Specified Exchange (collectively called the "Rules") and any other relevant regulatory body governing dealings in securities quoted on Bursa Securities or the Recognised Exchange Rules, as the same may be in force from time to time and at any time. RHBIB reserves the right to reject any application which does not conform to the requirements of the policies and guidelines set by RHBIB.
10. We agree that RHBIB shall be entitled to act upon and we shall accordingly be bound by any notice or other communication received by RHBIB and believed by RHBIB to have been given or made by a person authorised by us and the transaction executed pursuant to such instructions shall accordingly be binding on us. Where any instruction is ambiguous or inconsistent with any other instruction, RHBIB shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of RHBIB believes in good faith to be the correct interpretation. We shall not hold RHBIB liable in any way for acting on inconsistent, ambiguous or incomplete instructions.
11. RHBIB shall not be liable to us for acting upon any instructions communicated or purportedly communicated by us to RHBIB over the telephone or in writing and signed or purportedly signed by us or given or transmitted purportedly or given or transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by us. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely our risk for which RHBIB shall not be liable for.
12. We are aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to RHBIB and we shall give RHBIB facsimile or electronic mail instructions assuming such risks. RHBIB shall not held liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of RHBIB acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with our specimen signature.
13. Where we enter into transactions relating to securities other than those quoted on Bursa Securities, such transactions shall wherever applicable be governed by the relevant Rules.
14. We authorise RHBIB to conduct independent verification and / or inquiries in respect of any information declared herein or furnished to RHBIB with the relevant authorities and / or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere and we undertake to furnish any additional information that RHBIB may require for its assessment of the application and from time to time after the application had been approved. That we further consent and authorise the relevant authorities and / or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose our information to RHBIB.
15. We hereby undertake to fully, unconditionally and irrevocably indemnify RHBIB and keep RHBIB indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and / or expenses which RHBIB may sustain, incur or be liable to, in consequence of, attributable to or arising from, any breach by us of its obligations including any costs reasonably and necessarily incurred by RHBIB in collecting any debts due to RHBIB or in connection with the closure of the trading accounts, or any appointment made by us, and / or any request or authorisation given by us, and / or any false declaration(s) on our part in these Terms and Conditions howsoever arising. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of our account with RHBIB. Neither RHBIB or its subsidiaries, associated, or related companies of RHBIB's holding company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by us such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort, arising directly or indirectly with or arising out of this DAA, and / or the Terms and Conditions herein. We further undertake to indemnify RHBIB and or its subsidiaries, associated, or related companies of RHBIB's holding company from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by us pursuant to the terms of the Terms and Conditions and / or the DAA stated herein.

16. We consent that RHBIB and / or its authorised agents, service providers and / or sub-contractors may obtain or be granted access to our information or documents relating to our affairs in particular in relation to our securities and / or depository accounts (for example account particulars, balances, and / or transactions) maintained with the relevant authorities (whether locally or abroad), agents and / or service providers. This consent is irrevocable and we shall not hold RHBIB liable for any losses arising thereof except for losses or liabilities we may directly suffer as a result of any fraudulent act done / committed by RHBIB.
17. We hereby confirm our consent to RHBIB giving us trade contract notes and other statements of account electronically in respect of the trading account(s) opened with RHBIB. In this connection, we understand and accept that all contract notes and statements given by RHBIB electronically will be deemed given as from RHBIB posting the same.
18. We agree and accept that RHBIB has a legal obligation under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (including any amendments, variations, and / or modifications as may be made at any time and from time to time) and any guidelines issued by any regulators, authorities and / or statutory bodies including the Anti-Money Laundering, Countering Financing of Terrorism and Targeted Financial Sanctions for Financial Institutions (AML/CFT and TFS for FIs) to report transactions that, RHBIB may have reason to suspect, involves proceeds of any unlawful activity. In this regard, where any suspicion of money laundering and / or financing of terrorism arises, RHBIB is therefore authorised to report its suspicions to the Financial Intelligence and Enforcement Department ("FIED") in BNM or to such any other regulatory bodies without first obtaining our approval. We agree that we shall not hold RHBIB liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in any suspicious transaction report made by RHBIB in good faith, nor for any delay and / or refusal by RHBIB in carrying out our instructions in the event deemed necessary by RHBIB. We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, authorities and / or statutory bodies from time to time and further undertake to give the evidence and / or documentation required by RHBIB, the respective regulators, authorities and / or statutory bodies for the purpose of complying with the respective AML/CFT legislation in the applicable jurisdiction where the transactions are to be executed from time to time.
19. We undertake and confirm that we are not involved / engaged in any activity(ies) relating to export, transshipment or bringing into transit of any strategic items (dual-use items, including arms and related material) either as broker, trader exporter, cargo agent, carrier, freight forwarder, feeder operators, logistic or service provider of technology, that will / may facilitate the design, development and production of weapons of mass destruction and their delivery systems as legislated and / or prohibited by the Strategic Trade Act 2010 ("STA"), such activity(ies) to be known as "STA related activities". We understand that RHBIB may use all information gathered in relation to the account with RHBIB for verification purposes to ensure compliance with the STA. In the event that we subsequently become involved in the STA related activities, we undertake to immediately notify RHBIB in writing of such involvement / engagement. We acknowledge and agree that RHBIB shall take such action as is deemed necessary in relation to our trading account(s), including notifying the regulators of the STA (which include but is not limited to the Ministry of International Trade and Industry) of our involvement / engagement in the STA related activities. We accept that RHBIB may at its discretion decline our application for opening of account or close / terminate our trading account(s) as the case may be, without any further reference to us. We agree and acknowledge that RHBIB is absolved of all and any liabilities to us in this regard.
20. We consent to and authorize the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to our affairs, account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties including, without limitation:
- any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation:
 - cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
 - conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHBIB, if applicable; and
 - having access to the Company's/ the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHBIB and/or the relevant central and/or authorized depositories, if applicable;
 - any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
 - any party(ies) providing security for purposes of facility(ies) granted to us;
 - agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;
 - auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by us, wherever applicable;
 - credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
 - any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
21. We further authorise RHBIB to disclose any information relating to our account(s) accessible to RHBIB to the DR or FBR nominated by us or appointed by RHBIB, to RHBIB's subsidiaries and its related group of companies. We further authorise and consent the disclosure by RHBIB of any information relating to our account(s) upon the demand, order or request of Bursa Securities or any other authorities or any government authority, statutory body or court of law, RHBIB's auditors, legal counsels and other professional advisers.
22. We further consent to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to RHBIB, and to such agents, service providers and sub-contractors of RHBIB as informed by RHBIB to Bursa Depository, of information or documents relating to our affairs and in particular, relating to our account(s) but not limited to balances, account particulars and / or transactions. This consent shall be valid until revoked by us and such revocation is accepted by RHBIB. We hereby release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability that we may suffers as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
23. Where applicable, we hereby agree that RHBIB be authorised, but not obligated to, deal with our monies that is deposited into the trust account or any other account including but not limited to the following:
- Placing our monies into short term deposits, money market instruments and unit trusts, if applicable, during the interim period prior to our investment being effected.
 - making payment in accordance with our written instruction;
 - to defray brokerage and other charges, clearing fees, registration fees, conversion fees, transfer fees, custody/nominees fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any Account;
 - Late Payment Charges of 6% incurred on overdue purchases and/or trading losses; any bank charges; and
 - any trading losses incurred by us; and
 - as otherwise authorized by law.
24. *We have read and understood the obligations as stipulated under Clause 1.4 and the consequences of non-compliance under Clause 1.5 of the General Terms and Conditions (for Equities Trading only) and:-
- We hereby undertake to disclose information and documents in relation to any dealing in securities in respect of our trading account(s) including but not limited to information on whether or not any dealing in the above account is carried out on another person's behalf and in such instance, the name of and particulars sufficient to identify the person from whom, through whom or on whose behalf the securities are dealt with by us and if that person is not the beneficial owner(s) of the securities, we shall procure the particulars of the beneficial owner(s) of the securities;
 - That we are aware that the consequences as stipulated in Clause 1.5 for any failure to disclose information under Clause 1.5. Further pursuant to Rule 5.15(6) of Bursa Securities, we hereby confirm / undertake that the beneficial owner(s) of the securities dealt with in the trading account and the CDS account which is maintained or to be maintained at our request pursuant to Rule 5.15(5) of Bursa Securities are / shall be the same. Further pursuant to Rule 5.15(7) of Bursa Securities, we also hereby authorise and give consent to RHBIB:-
 - To effect any entries in the CDS Account, in relation to or arising from any transaction executed in accordance with Bursa Securities Rules, the Clearing House Rules and Bursa Malaysia Depository Rules in our trading account; and
 - To exercise any rights over the securities held in the CDS Account therein in accordance with Bursa Securities Rules, the Clearing House Rules and Bursa Malaysia Depository Rules in relation to or arising from any transactions executed by us as stipulated above. *Note: Only Applicable for Authorised Nominee (AN) / Exempt Authorised Nominee (EAN).
25. In the event of any requirement pursuant to any local or foreign law or regulation that requires RHBIB to withhold any of the proceeds arising from the trades or transactions herein, we irrevocably consent to such withholding by RHBIB.
26. In relation to Derivatives, we authorise RHBIB to convert, at the absolute discretion of RHBIB and without further reference to us, on our behalf any foreign currency(ies) if our account opened pursuant to this Account Opening Application Form indicate a short fall in such foreign currency(ies). We further authorise RHBIB to liquidate, at the absolute discretion of RHBIB and without further reference to us, all or part of our outstanding contract(s) in the Bursa Malaysia Derivatives and Specified Exchange if the Net Equity (cash balance less unrealised profit & loss) in our account opened pursuant to this Account Opening

Application Form falls below thirty per cent (30%) of the margin requirement or any other percentages which may be notified and determined at the absolute discretion of RHBIB from time to time. We further agree to the following:-

- a. That RHBIB does not guarantee that it will close all our open positions when the Net Equity as defined above, falls below the margin requirement or that losses will be limited to the amount standing to the credit of the Client's Trading Account.
 - b. That on the occurrence of any of the above, we shall continue to be liable for all the outstanding amount occurring under the Client's Trading Account.
27. We acknowledge that the contract specifications for any products associated with the trading of Derivatives can be found on the website of Bursa Derivatives or the respective websites of the Specified Exchange. We undertake to read and understand the contents of such contract specifications and agree to be bound by all the Terms and Conditions therein prior to our execution with RHBIB any transaction(s) thereof. We understand that a copy of such contract specifications shall be made available to us upon our request.
 28. We authorise RHBIB to distribute and / or apportion my trading limit for trading transaction(s) in local securities and foreign securities at the absolute discretion of RHBIB. For trading transaction(s) in local securities, we further authorise RHBIB to distribute / apportion my trading limit of our Equities Trading Account (including Day Trading Activities) at the absolute discretion of RHBIB.
 29. We agree that RHBIB shall not be responsible or liable to us in the event the agents or entities appointed by RHBIB to perform any obligations as stated in the General Terms and Conditions goes into liquidation or insolvency and further agrees that RHBIB shall not be liable in respect of the acts or omission of any entity providing any services including clearing, settlement facilities and / or custodian services.
 30. RHBIB may set off or transfer any sum or deposit standing to the credit of our any other bank accounts with other entities within RHB Banking Group (including RHB Bank Berhad and RHB Islamic Bank Berhad) in or towards satisfaction of any of our liabilities to RHBIB under these Terms and Conditions.
 31. We undertake to further indemnify RHBIB for any loss, costs (includes legal costs), claims, liabilities or expenses arising out of or connected with any (i) transaction or instruction that may be carried out by RHBIB on behalf of us having to act on our instructions or at our request, (ii) breach by us of its obligations, including but not limited to any costs reasonably and necessarily incurred by RHBIB in buying-in or selling-off, or collecting any debts due to RHBIB or in connection with the closure of the trading account(s), and (iii) breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of us. This obligation to indemnify RHBIB survives the termination of these Terms and Conditions.
 32. In relation to pre-initial public offerings, we hereby agree to abide by the respective term sheet(s) and / or letter of offer(s) and / or such other documents executed or as may be required to be executed by RHBIB from time to time. We further agree to abide by any rules / laws of the relevant regulatory bodies' currently in force or as may be imposed from time to time.
 33. We agree to pay all taxes including but not limited to Services Tax or its equivalent imposed by the authorities locally or abroad at the prescribed rate determined by the relevant authorities on the brokerage fee and or on the CDS fee and any such other fees in relation to our trading account.
 34. We agree and acknowledge that all communication between the RHBIB and us conducted via telephone, facsimile, or other electronic communication or electronic services including but not limited to short message service (SMS), emails, Whatsapp, Viber, Facebook or twitter ("Electronic Mode") for the purposes of issuing instructions in respect of our account may increase the risk of error, security, fraud and privacy issues. We acknowledge we are fully aware of the risks associated when communicating or conducting the transactions via the Electronic Mode. We further agree to the following:-
 - That we are fully and solely responsible for the safety and confidentiality of the associated pin numbers and/or passwords (if applicable) that must be kept secret and not be understandable, either directly or indirectly, by a third party. We must make sure, by all appropriate means, that they are not used by persons other than us, including but not limited to, a representative, attorney-in-fact, agent or any third parties.
 - RHBIB may rely upon or act in accordance with the instructions given under the Electronic Mode but is not obliged to rely upon and act in accordance with any instructions given via the Electronic Mode which may from time to time be, or purported to be, or believed by RHBIB to be given by us without inquiry on RHBIB's part as to the authority or identity of the person making or purporting to make such communication via the Electronic Mode.
 - RHBIB shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions the non-delivery, delayed delivery, or the misdirected delivery of such instruction given by the Client via the nominated Electronic Mode. Such instructions shall be deemed irrevocable and binding upon us upon RHBIB's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions.
 - RHBIB shall have no liability to us (whether in contract or in tort, including negligence) in the event of any viruses, worms, software bombs or similar items being introduced into the Electronic Mode which may affect our communication.
 - RHBIB shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Mode. We agree to indemnify RHBIB from and against all losses, liabilities, judgments, suits, sanctions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Electronic Mode by using our designated password whether or not we authorised such use.
 - We agree to use applicable software to protect our computer from viruses, malware, spyware, phishing, and other forms of attack on our computer. We are responsible for selecting all systems, hardware and the Internet service provider. We are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, the choice of Internet service provider and systems and computer services.
 35. We acknowledge that the products offered will be adopting the following Shariah contracts:
 - Wakalah refers to an agency contract in which a party acting as the principal authorizes another party as his/her agent to perform a particular task in matters that may be delegated, with or without imposition of a fee. RHBIB is appointed as the agent for clients to trade shares in the stock market. As an agent, RHBIB is responsible to assist the client to buy and sell shares either through online platform or offline through the Bank's dealers/remisiers.
 - Rahn refers to a contract where a party (as pledger) pledges an asset as collateral to another party (a pledgee) to fulfil an obligor's liability or obligation owing to the pledgee in the event of default of such obligor. Under the rahn contract, the client places his/her own shares/cash as collateral to secure the facility in which the trading limit shall be determined by the amount of this collateral.
 - The Wakalah fee applicable for this agency contract shall be equivalent to the brokerage that is communicated to us by RHBIB's dealers/remisiers, verbally, in writing or any other methods deemed acceptable and appropriate during this account opening application, and as maybe revised at RHBIB's sole discretion from time to time.
 36. We, the undersigned hereby appoint RHB Bank to operate my securities trading account ("Trading Account") opened with RHBIB on our behalf with effect from the date hereof. We hereby authorise RHB Bank to give instructions, place orders and transact (whether in writing, verbally or electronically) on our behalf and we hereby undertake that all such instructions or orders placed by RHB Bank will be duly honored by us. We further agree that all the decisions made by RHB Bank in respect of the Trading Account are final and binding upon me.
 37. Additionally, we hereby agree that the said Trading Account will be subject to terms and conditions (including any amendments thereof) for securities trading imposed by RHBIB duly executed by us. We further agree to abide by the credit limit imposed on our trading activities and/or the dealer's representatives trading activities.
 38. We hereby further agree that, as investment in securities involves risk, RHBIB shall have the right at any time to limit purchases or sales requested or ordered by RHB Bank. We also agree that RHBIB shall not be liable for any loss (actual or contingent) arising from any limit on purchases or sales requested or ordered by RHB Bank.
 39. In addition, we hereby agree and undertake to fully indemnify RHBIB at all times and keep you fully and effectually indemnified against all claims and demands, actions and proceedings and losses and expenses including any legal costs and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by you in connection with the abovementioned action(s) whether directly or indirectly or consequentially or in whatever manner.
 40. We declare that this authorisation shall remain valid until written notice to revoke such authorisation is accepted by you in writing. We irrevocably authorise and permit you or any of your authorised officers to disclose and furnish all information concerning the operation of our Trading Account to other relevant parties. We hereby confirm that you or any of your authorised officers shall be under no liability for furnishing such information whether by reason of any misstatement, error, omission, delay or any matter in connection thereto whatsoever.
 41. We hereby authorize RHBIB to open a CDS sub-account in the name of RHB Nominees (Tempatan) Sdn Bhd or RHB Nominees (Asing) Sdn Bhd ("RHB Nominees") on our behalf for the purpose of trading in Bursa Malaysia Securities Bhd listed securities in our margin account. Any fees, which are due to Nominees for their services shall be paid from our Margin Facility with yourself. In case of insufficient funds, we shall be personally responsible for any fees due to them. We hereby also agree that all securities in the above CDS account shall remain pledged to RHBIB until and unless our margin facility with RHBIB is fully settled.
 42. RHBIB prohibits its DR to carry out or facilitate discretionary trading on behalf of its clients. All transactions duly executed by the DR on behalf of their clients are deemed to have been fully authorised by their clients. We are hereby required to keep all records of instructions provided to the DR for evidence in the event of a dispute.

43. Application for opening of CDS account, declaration by applicant/depositor/authorised signatory(ies)/attorney(s):
 *We hereby:-
- i) Declare that *We have the full capacity and authority to make the application, and open and operate a CDS account, and that the information given in this application is true and correct as at the date of this form.
 - ii) Agree to be bound by the Rules of Bursa Malaysia Depository Sdn Bhd ("Depository") and any directions issued by the Depository, as may be amended from time to time.
 - iii) Declare that *We are the *beneficial owners/authorised nominee of all securities credited into this account that is to be opened.
 - iv) Irrevocably consent to the disclosure by the Depository, the issuer and their respective agents to any person, of such of *our personal information, as may be necessary or expedient to facilitate the payment of all cash dividends and other cash distributions that may be due to *us in respect of the deposited securities in *our CDS account, directly into *our bank account as stated in this form or as may be updated from time to time, or for any other purpose in connection with the payment of dividends or other cash distributions via such manner.
 - v) Irrevocably consent to receiving all cash dividends and other cash distributions that may be due to *us in respect of the deposited securities in *our CDS account via direct credit into *our bank account as stated in this form or as may be updated from time to time.
 - vi) Agree to receive, in relation to my deposited securities and where relevant, electronic notifications instead of hardcopy notification, sent using *our contact details as stated in this form or as may be updated from time to time, and further consent to the disclosure of *our contact details currently in the Depository's records to:
 - a) Bursa Malaysia Berhad's Group of Companies (the Group) to enable them to communicate capital market related matters, including new developments and initiatives by the Group, to *us; and
 - b) Facilitate the sending of notices and communications from the issuers and Participating Organisations (POs) e.g. eDividend notification, contract notes from POs, and notices/circulars from issuers.

We have read and are aware of the personal data notice available at Bursa Malaysia Berhad's website at www.bursamalaysia.com.

44. We acknowledge and agree that:
- (a) RHBIB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which RHBIB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
 - (b) RHBIB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
 - (c) if RHBIB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHBIB to approve the Application or to grant or make available of, or to disburse any funds under, the Trading Account(s), has occurred or arisen, or the approval of the Application or the granting or making available of, or the disbursement of any funds under, the Trading Account(s) would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHBIB's receipt of any alert or positive name match from the relevant checks conducted on the Client and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Trading Account(s) is to be disbursed) by RHBIB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Application, RHBIB shall, at any time without written notice/ by giving not less than 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
 - (i) **Reject** the Application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;
 - (ii) **Suspend** the Trading Account(s), and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
 - (iii) **Close** the Trading Account(s) and terminate its relationship with the Client, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
 - (d) if the Trading Account(s) is closed/ terminated by RHBIB pursuant to their compliance to Regulatory Requirements:
 - (i) the indebtedness or all monies outstanding shall immediately become due and payable;
 - (ii) the security created under the Security Documents shall immediately become enforceable;
 - (iii) no utilization or further utilization of the services under the Trading Account(s) shall be made allowed; and
 - (iv) RHBIB shall be entitled to exercise all or any of its rights and remedies available to it under the Trading Account(s), the applicable laws or otherwise;
 - (e) We shall provide all such documents and information as RHBIB may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
 - (f) RHBIB shall be entitled to freeze/ seize the account/ facilities under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.
45. We hereby represent and warrant, and undertake that:
- (i) We have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
 - (ii) We have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
 - (iii) We have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
 - (iv) We have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
 - (v) We will at all times comply with the Regulatory Requirements;
 - (vi) We will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHBIB due to its actions; and
 - (vii) We understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

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

SUBSCRIBED AND SOLEMNLY declared by the abovementioned

This date [DDMMYYYY] _____

Authorised Signatory (Corporate) : _____ Name : _____ NRIC / Passport No. : _____ Designation : _____ Please affix company stamp/seal : _____	Authorised Signatory (Corporate) : _____ Name : _____ NRIC / Passport No. : _____ Designation : _____ Signature of Witness : _____ (Please delete whichever is not applicable) Dealer's Representative / Futures Broker's Representative / Authorised officer of RHBIB / Authorised officer of a Malaysia Embassy or High Commission Consulate / Notary Public / Advocate or Solicitor Name : _____ NRIC No. / DR Code / FBR Code : _____
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Note: The word "We" under the DAA refers to Company and / or Joint Account Holders, their obligations and liabilities shall be joint and several.

FOR DR / FBR USE ONLY

i) KNOW YOUR CLIENT ("KYC")

- Have you known the Client for more than 6 months?
If no, please indicate duration _____
- Did you get to know the Client through your personal contact / social networking?
If no, please specify _____
- Did you have previous dealings with the Client?
- Does the Client have sound financial viability and credibility?
- Did you sight the original NRIC / Passport when Client submitted the photocopy documents (individual client only)?
- Have you (i) explained the contents of this *Declaration, Acknowledgement and Authorisation* and the *Terms and Conditions* attached; and (ii) ensure a copy of the said *Terms and Conditions* is given to the Client?
- Is the Client actively involved in any political activities or is the Client (Corporate Client only) government or political linked?

	DR		FBR	
	Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ii) EQUITIES TRADING

- Collateral from Client : Cash (RM) _____ Value of Securities (RM) _____
- Recommended Trading / Margin Limit : BUY Limit (RM) _____ SELL Limit (RM) _____
Rationale (if applicable) :

iii) PROPOSED BROKERAGE RATE ¹ (For Equities Trading only)

Local Trade

Gross Contract Value	Phone Order Brokerage Rate (%)	Online	
		Discount Rate (%)	Min. Brokerage (RM)
Up to RM100,000			
Above RM100,000 / RM100,001 to RM500,000 ²			
Above RM500,000			

Foreign Trade (Only applicable if apply for special rate)

Exchange	Gross Contract Value	Online Brokerage (%)
	Up to RM100,000	
	Above RM100,000 / RM100,001 to RM500,000 ²	
	Above RM500,000	

Approval Required? Yes No Brokerage commissioned type: _____

Approved by HOD / HOB / Authorised Signatories

(Approval required only if the brokerage rate is below the approved minimum brokerage rate)

Minimum Brokerage Rate:

Phone Order

Up to RM100,000 - 0.6%

Above RM100,000 - 0.3%

For Online, Discount Rate (%) and Minimum Brokerage (RM) are negotiable.

Note:-

1. Brokerage rate payable is exclusive of any tax including but not limited to Services Tax or its equivalent imposed and / or to be imposed by the authorities.

2. Delete where applicable.

3. The brokerage rate has been properly disclosed and communicated to the client.

iv) DERIVATIVES TRADING

- Will this Client be interested to hold more than 50 outstanding contracts? (If Yes, please submit **Position Limit Revised Form**) Yes No
- Will this Client be interested to trade in Specified Exchange? (If Yes, please complete **Account Opening Information Form Specified Exchange Derivatives Form**) Yes No
- Proposed Brokerage Rate (R/T: round turn)

FKLI	:	RM _____	R/T (Day Trade)	CPO	:	RM _____	R/T (Day Trade)
FKLI	:	RM _____	R/T (Overnight Trade)	CPO	:	RM _____	R/T (Overnight Trade)
FKLI TIER	:	RM _____		FCPO TIER	:	RM _____	
FKLI Cash Settlement	:	<input type="checkbox"/> Chargeable <input type="checkbox"/> Not Chargeable		Others	:	_____	(please specify)

- For Corporate Application Only
Proposed Position Limit : _____ Margin Upfront Up to T+1 (must tick either one (1) only)

Approved by HOD / HOB / Authorised Signatories

(As according to AA Matrix, if applicable)

v) DECLARATION BY DR / FBR

I, the Dealer's Representative / Futures Broker's Representative of this Client do hereby declare that the information given is true to the best of my knowledge and I have not withheld any information which might prejudice this Application. I also acknowledge and agree to accept instructions received from the Client directly and am aware that the Client is required to comply with the respective Terms and Conditions (as amended from time to time) attached to this application.

I hereby undertake to indemnify RHBIB against all claims, losses, damages, fines, penalties, costs and liabilities arising from the performance of the aforesaid request or otherwise in relation thereto.

	DR	FBR
Signature :		
Name / Code :		
NRIC :		
Date :		

A) ACCOUNT PROCESSING – TO BE COMPLETED BY OPERATIONS**i) Customer's Background Checking**

Type of Check	Results		Remarks
	Pass	Fail	
CTOS - Bankruptcy, Legal Suits			Name : Signature :
BOS Defaulter			
AML Screening			
Name, NRIC No., Corr. Add. and Tel.			
Others:			

	Signature	Staff Name	Designation	Date
Checked by :				
Approved by :				

ii) CIF Creation

	Signature	Staff Name	Designation	Date
Data Entered by :				
Verified by :				

iii) Systems Maintenance

a) General

 M21 BOS

	Signature	Staff Name	Designation	Date
Data Entered by :				
Verified by :				

b) Clearing System (Derivatives Only)

	Signature	Staff Name	Designation	Date
Data Entered by :				
Approved by :				

c) OMS (Derivatives Only)

	Signature	Staff Name	Designation	Date
Data Entered by :				
Approved by :				

B) ACCOUNT PROCESSING - TO BE COMPLETED BY CREDIT CONTROL AND SUPERVISION

i) Equities Trading

BUY Limit (RM)	SELL Limit (RM)	Margin Facility Limit (RM)

Remarks :

Signature	Staff Name	Designation	Date
Recommended By :			
Approved By :			

ii) Derivatives Trading

Approved Intraday Margin Requirement

Products	% from Full Initial Margin
FKLI	
FCPO	

Products	% from Full Initial Margin

Signature	Staff Name	Designation	Date
Approved By :			
Updated By :			
Verified By :			

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IMPORTANT DOCUMENTS REQUIRED (GENERAL)**INDIVIDUAL / JOINT (Joint - only applicable to Derivatives Trading)**

1. Bursa Malaysia Depository's Application CDS Account Form¹.
2. Photocopy of NRIC / Passport / Armed Forces or Police Authority Card and change of address, if any².
3. Proof of Income (by providing ANY ONE of the following documents):
 - **Under employment/fixed income/non-fixed income/commission based/ sole proprietor/self-employed/employer:-**
 - i. Bank statement: most recent one (1) month bank statement where the monthly salary/income are being credited into³; or
 - ii. Salary slip/other form of salary receipt⁴: most recent one (1) month salary slip; or
 - iii. Latest EPF detailed statement; or
 - iv. Latest income tax assessment by Inland Revenue Board:-
 - Relevant e-Filing Form (Form e-BE, Form e-B) AND the electronic acknowledgement receipt of e-Filing Form; or
 - Electronic acknowledgement receipt of e-Filing Form only; or
 - Physical form-a photocopy of Income Tax Assessment Form AND acknowledgement receipt of payment; or
 - EA-Form; or
 - CP58 Form
 - **Student/Housewife/Retired/Unemployed/Freelancer/Pensioner**
 - i. Bank statement: most recent one (1) month bank statement⁵; or
 - ii. Fixed deposit (not expired)/other cash related investment documents (subject to approval); or
 - iii. Latest pension statement or bank statement with pension fund record (for pensioner only)⁶; or
 - iv. Previous employer's confirmation letter/last salary slip/other form of salary receipt⁷ [not more than three (3) years]; or
 - v. E-wallet statement: most recent one (1) month statement⁸; or
 - vi. Latest income tax assessment [not more than three (3) years] by Inland Revenue Board;
 - Relevant e-Filing Form (Form e-BE, Form e-B) AND the electronic acknowledgement receipt of e-Filing Form; or
 - Electronic acknowledgement receipt of e-Filing Form only; or
 - Physical form-a photocopy of Income Tax Assessment Form AND acknowledgement receipt of payment; or
 - EA-Form; or
 - CP58 Form

Mandatory declaration (no supporting documents is required)

- i. **Family member/guardian personal data who is the source of fund for applicant (relationship and occupation); or**
 - ii. **Client's previous occupation**
4. Any other documents that may be required by RHBIB and / or regulatory bodies from time to time.
 5. Bursa Malaysia Depository account opening fee.

Note: ² The original documents to be sighted by the authorised personnel of RHBIB and signed off as "original sighted" on the photocopy obtained.

⁴ Other form of salary receipt shall be in company's letterhead or with company's rubber stamp.

⁵ Recent bank statement/pension statement/e-wallet statement referring to any one (1) month bank statement in the last two (2) months or latest quarterly statement.

COMPANIES (Certified true copy³ - 2 sets required)

1. Bursa Malaysia Depository's Application CDS Account Form¹.
2. Board Resolution duly passed and approved, specifying the persons who are authorised to open and operate the trading account⁴.
3. Board Resolution duly passed and approved, specifying the persons who are authorised to open and operate the Bursa Malaysia Depository account. [2 sets]⁴
4. Certified true copy of Memorandum & Articles of Association (or its equivalent).
5. Certified true copy of Form 8 or 9 (or its equivalent) – Certificate of Incorporation of Public / Private Company or Form 13 (or its equivalent) – Certificate of Incorporation on Change of Company Name, if applicable.
6. Certified true copy of Form 20 - Certificate of Incorporation on Conversion to a Public Company
7. Certified true copy of Form 24 (or its equivalent) – Return of Allotment of Shares.
8. Certified true copy of Form 44 (or its equivalent) – Notice of Situation of Registered Office and Office Hours.
9. Certified true copy of Form 49 (or its equivalent) – Particulars of Directors, Managers and Secretaries.
10. Power of Attorney (or its equivalent), if applicable.
11. Letter of Guarantee with photocopy of guarantor's NRIC/Passport.
12. Director's NRIC/Passport.
13. Latest audited financial statements / management accounts⁵
14. Recent 3 months bank statement for company incorporated less than one year.
15. For company incorporated under Companies Act 2016 (CA 2016):
Documents to be provided after incorporation are as below:
 - Certified true copy of Constitution, if any
 - Certified true copy of Form Section 14 (Application for Registration of a Company)
 - Certified true copy of Form Section 58 & 236(2) (Notification of Appointment of First Company Secretary)
 - Certified true copy of Form Section 15 (Notice of Registration)
 - Certified true copy of Form Section 17 (Certificate of Incorporation of Private Company)
 - Certified true copy of Form Section 46(3) (Notification of Change in the Registered Address)
 - Certified true copy of Form Section 51 (Notification of Change in the Register of Members)
 - Certified true copy of Form Section 78 (Return for Allotment of Shares)
 - Certified true copy of Form Section 58 (Notification of change in the Register of Directors, Managers and Secretaries)
 - Certified true copy of Form Section 28 (Application for change of name), if applicable

Note: For company incorporated other than Malaysia may provide documents based on above description or its equivalent

16. Controlling Person Self-Certification Form (if required).
17. Form W9 / Form W8BEN-E (if required).
18. Any other documents that may be required by RHBIB from time to time.

19. Bursa Malaysia Depository account opening fee.

Note: ³Certified true copies are to be duly certified by the director(s) / company secretary / notary public.

⁴ The Board / Committee's Resolution must state the name, designation, NRIC / Passport number and specimen signature of person authorised / empowered to operate the account including transactions that they may execute and to execute all necessary documents; and

Should there be any amendments made, it must be legible and countersigned by the Client / authorised signatory. Forms defaced by erasure or any kind of correction fluid may result in the application being rejected.

Corporate client must affix the common seal (if stipulated in the Board / Committee Resolution) or company rubber stamp onto the application form.

⁵ A three months grace period is given from the closing of audited financial statement to the submission of application of account opening. Waiver is required if fails to provide the supporting document beyond the grace period, and will be subject to approval.

FEDERAL / STATE / LOCAL / STATUTORY AUTHORITIES INCORPORATED BY AN ACT OF PARLIAMENT

1. Bursa Malaysia Depository's Application CDS Account Form¹.
2. Letter of Authority stating the amount, period, authorised signatories and mode and manner of execution by the authorised signatories.
3. A list of authorised signatories with specimen signatures.
4. Controlling Person Self-Certification Form (if required).
5. Form W9 / Form W8BEN-E (if required).
6. Any other documents that may be required by RHBIB from time to time.
7. Bursa Malaysia Depository account opening fee.

SOLE-PROPRIETORSHIP AND PARTNERSHIP (only applicable to Derivatives Trading) (Certified true copy⁶ – 2 sets required)

1. Certified true copy of Business Registration forms:
 - Form A – Business Registration which consists of PNA 1 and one copy of PNA 1A for each owner / partner; or
 - Form B – Registration for change in business which consists of PNA 2, PNA 2A and one copy of PNA 1 for each owner / partner; or
 - Maklumat Perniagaan (a computerised print-out)
2. Certified true copy of Form D – Certificate of Registration for current year.
3. Mandate for Account of a partnership incorporating:
 - a list of authorised signatories with specimen signatures.
 - mode and manner of execution by the authorised signatories.
4. Deed of Partnership, if applicable.
5. Photocopy of NRIC / Passport of the authorised signatories.
6. Controlling Person Self-Certification Form (if required).
7. Form W9 Form / Form W8BEN-E (if required).
8. Any other documents that may be required by RHBIB from time to time.

Note: ⁶Certified true copies are to be duly certified by advocates / solicitors / notary public. Original documents must be sighted by the authorised personnel of RHBIB and signed off as "original sighted" on the photocopy obtained.

EXECUTORS / ADMINISTRATORS / TRUST FOUNDATION (Certified true copy⁷ – 2 sets required)

1. Bursa Malaysia Depository's Application CDS Account Form¹.
2. Certified true copy of Grant of Probate (only applicable for Executors).
3. Certified true copy of Letter of Administration (only applicable to Administrators).
4. Certified true copy of Trust Deed (only applicable to Trust Foundation).
5. A list of authorised signatories with specimen signatures.
6. Controlling Person Self-Certification Form (if required).
7. Form W9 / Form W8BEN-E (if required).
8. Any other documents that may be required by RHBIB from time to time.
9. Bursa Malaysia Depository account opening fee.

Note: ⁷Certified true copies are to be duly certified by advocates / solicitors / notary public. Original documents must be sighted by the authorised personnel of RHBIB and signed off as "original sighted" on the photocopy obtained.

ASSOCIATIONS / CLUBS / SOCIETIES AND POLITICAL PARTIES (Certified true copy⁸ – 2 sets required)

1. Bursa Malaysia Depository's Application CDS Account Form¹.
2. Certified true copy of Board Resolution incorporating:
 - a list of authorised signatories with specimen signatures.
 - mode and manner of execution by the authorised signatories.
3. Certified true copy of Certificate of Registration.
4. Certified true copy of Rules / By-laws.
5. Controlling Person Self-Certification Form (if required).
6. Form W9 / Form W8BEN-E (if required).
7. Any other documents that may be required by RHBIB from time to time.
8. Bursa Malaysia Depository account opening fee.

Note: ⁸ Certified true copies are to be duly certified by the secretary / the chairman / a notary public.

¹ **SUPPORTING DOCUMENTS FOR SIGN UP CDS eServices** Two certified true copies of bank statement / bank savings passbook / details of your bank account obtained from your bank website / any letter from bank confirming your bank account details / Bank-In receipt / Cheque Deposit receipt / Debit Invoice / Bank Identification card / Cheque Book (disclose part containing your bank account particulars only).

Note: All Bursa Malaysia Depository related forms are only applicable to Equities Trading.

IMPORTANT DOCUMENTS REQUIRED (FOR SPECIFIC PRODUCT)

EQUITIES (For Share Buy Back Purpose, if applicable)

1. Certified true copies of the Memorandum & Articles of Association (or its equivalent) shall indicate that the company may purchase its own shares. [2 sets]
2. Certified true copies of Board Resolution incorporating a declaration on Share Buy Back. [2 sets]
3. Share Buy Back declaration from DR.

Note: All documents other than in English or Bahasa Malaysia submitted by foreign incorporated companies (as defined in the Companies Act 1965) must be accompanied with certified true copy(ies) of the document translated into English by certified translator.

DEFINITIONS AND INTERPRETATION FOR ENTITY SELF CERTIFICATION

"Account Holder" means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a Financial Accounts, the trust or estate is the Account Holder, rather than the trustee or the trust's owner or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a Financial Account, the partnerships is the Account Holder, rather than the partners in the partnership.

A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary or as a legal guardian, is not treated as the holding the account, and such other person is treated as holding the account.

"Account Information" means any information relating to any account of a Customer with any of the RHB Group including without limitation the account number, account balance or value, currency denomination, gross receipts, withdrawals and payments to or from the account and the total gross amount of interest/ profit paid or credited to the account.

"Active Business" refers to entity which derives:

- At least 50% of its gross income (for the previous calendar year) from these business activities and not from passive income such as investments, dividends, interests/ profit, rents or royalties; and
- At least 50% of the weighted average percentage of assets held by it (tested quarterly, using fair market value or book value of assets as reflected in your balance sheet) produce or are held to produce income for these business activities.

"Authority" means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organisation, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether inside or outside of Malaysia.

"C Corporation" is a legal structure that businesses can opt to manage themselves under to limit their owners' legal and financial liabilities. Generally, all for-profit corporations are automatically classified as a "C Corporation" unless the corporation elects the option to treat the corporation as a flow-through entity known as "S Corporation".

"Charity/ Non-profit Organisation" must be established and maintained exclusively for either:

- religious, charitable, scientific, artistic, cultural or educational purposes; or
- professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civil league or an organisation operated exclusively for promotion of social welfare.

The Charity/Non-profit organisation fulfills all the following conditions:

- Exempt from income tax in its jurisdiction of residence; and
- Has no shareholders or members who have a proprietary or beneficial interest in its income or assets; and
- Its formation documents or the local law do not permit the distribution of any income or assets to or applied for the benefit of a private person or non-charity entity, except for payment as reasonable compensation for services rendered or distribution in accordance with the charity's charitable activities; and
- Its formation documents or the local law requires all of the charity's assets to be distributed to a government entity or other non-profit organisation upon the charity's dissolution or liquidation.

"Controlling Person" are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

Where the settlor(s) of a trust is an Entity, the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, a person(s) in equivalent or similar positions will be the Controlling Person(s).

"Common Reporting Standard (CRS)" was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.

"Corporation that is publicly traded or an affiliate of a publicly traded corporation" include any corporations which regularly traded its stock on one or more established securities markets; or is an affiliate of an entity which regularly traded their stock on an established securities market.

"Deemed Compliant Foreign Financial Institution (DCFFI)" means Financial Institutions qualifying under Annex II of the Malaysia-U.S. Intergovernmental Agreement on FATCA into the following categories:

- a) Registered DCFFIs
 - FI with local client base
 - Sponsored Investment Entities
 - Qualified Credit Card Issuers
- b) Certified DCFFIs
 - Local Bank
 - FI with only Low Value Accounts
 - Sponsored Closely Held Investment Vehicles
 - Investment Advisers and Investment Managers

"Entity" means a legal person or a legal arrangement, such as a corporation, organization, partnership, trust or foundation.

"Exempt payee code" is code used for identifying payee that are exempt from backup withholding. Generally, individuals (including sole proprietors) are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest/ profit and dividends. Corporations are NOT exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

Refer to Form W-9 instructions for more details on list of exempt payees, their codes and which types of payment these codes should be used.

"Exemption from FATCA reporting code" is a code used to identify payee that are exempted from reporting under FATCA and applies to a person(s) having accounts maintained outside of the United States by certain foreign financial institutions. Please refer to "US Exempt Recipient" definition below for the applicable codes.

"Financial Account" means an account maintained by a Financial Institution and includes: Depository Accounts; Custodial Accounts; Equity and debt interest in certain Investment Entities; Cash Value Insurance Contracts; and Annuity Contracts as defined in FATCA and CRS regulations.

"Foreign Account Tax Compliance Act (FATCA)" which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.

"Foreign Financial Institution (FFI)" refers to a non-US entity that is a financial institution.

"Government Entity or Central Bank (or a wholly owned entity of a Governmental Entity/Central Bank)" include but are not limited to the following:

- Ministries and their wholly owned and controlled entities; or
- Statutory Bodies and their wholly owned and controlled entities; or
- State Government Authorities and their wholly owned and controlled entities; or
- Local Authorities including City, Municipal and District Councils and their wholly owned and controlled entities.

"Holding Company of Nonfinancial Groups" refers to entity with following conditions:

- Substantially all (i.e. 80% or more) of the activities of the entity consist of holding the outstanding shares of, or providing financing and services to, one or more subsidiaries that are not FI; and
- It does not function (or hold itself out) as an investment fund, e.g. private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

"International Organisation (or a wholly owned agency of an International Organisation)" includes any intergovernmental organisation (or a supranational organisation) that is comprised primarily of governments. It has in effect a headquarters or substantially similar agreement with the jurisdiction, and its income does not inure to the benefit of private persons.

"Liquidating or Emerging from Bankruptcy Company" refers to entity which was not an FI in the past five years and is in the process of liquidating its assets or is re-organising with the intent to continue or recommence operations in a business other than that of an FI.

"Participating Jurisdiction" means a jurisdiction in which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard.

"Passive Income" refers to sources of income that could include but are not limited to rent, any property income, dividends, royalties and interest/ profit as defined in FATCA and CRS regulations.

"Person" means an individual, corporation, company, partnership, joint venture, trust, estate, Limited Liability Company, unincorporated organisation or other entity.

"Personal Information" in respect of a Customer and any Controlling Person, means:

- (i) where the Customer and any Controlling Person is an individual, his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number ("TIN"), social security number, citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such other information as the RHB Group may reasonably require regarding such Customer and any Controlling Person;
- (ii) where the Customer and any Controlling Person is a corporate/entity, its full name, date and place of incorporation or formation, registered address, address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business, certification of its CRS status/classification or (if applicable) such other information as the RHB Group may reasonably require regarding each of its substantial shareholders and controlling persons.

"Related Entity" is either if the Entity controls the other Entity, or the two Entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

"Residential/Registered/Permanent Address". The residential/registered/permanent address MUST be supported by a documentary evidence issued by an authorised government body (e.g. NRIC, passport, business license).

"RHB" means RHB Bank Berhad, RHB Islamic Bank Berhad, RHB Investment Bank Bhd, RHB Asset Management Sdn. Bhd., RHB International Islamic Asset Management Berhad, RHB Bank (L) Ltd., and its respective affiliates, holding/subsidiaries, related companies and successors and assigns, where applicable.

"S Corporation" are corporations that elect to pass corporate income, losses, deductions and credits through their shareholders for federal tax purpose. The corporation must meet the following requirements to qualify for "S Corporation" status:

- Be a domestic corporation (conducts its affairs in its home country, i.e. US)
- Have only allowable shareholders
 - May be individuals, certain trusts, and estates and
 - May not be partnerships, corporations or non-resident alien shareholders
- Have no more than 100 shareholders
- Have only one class of stock

"Start-up Company" refers to entity which was incorporated not more than 24 months prior to the date of this Self- Certification Form and fulfills the following:

- It is just starting up and not yet in operations, and has no prior operating history; or
- It is investing capital into assets with the intention to operate a business other than that of a Financial Institution.

"Tax Information" in respect of a Customer and any Controlling Person, means:

- (i) Any documentation or information (and accompanying statements. Forms, representations, waivers and consents as the RHB Group may from time to time require or as the Customer and any Controlling Person from time to time give) relating, directly or indirectly, to the tax status of the Customer and any Controlling Person;
- (ii) Personal Information of the Customer and any Controlling Person;
- (iii) Account Information; and
- (iv) Any other information received by any member of the RHB Group in relation to the Customer, including (but not limited to) information collected and maintained pursuant to Anti-Money Laundering/ Know Your Customer (AML/KYC) procedures.

"Tax Resident" refers to the definition of tax residence by each participating jurisdiction as provided on [<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#id.en.347760>]. In general, you will find that tax residence is the country/jurisdiction in which you live. Special circumstances may cause you to be resident elsewhere or resident in more than one country/jurisdiction at the same time (dual residency). For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal mentioned above.

"TIN" (including "functional equivalent") 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 or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link [<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers>]

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.

"Treasury / Financing Centre of Corporate Group" refers to entity primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution.

"US Exempt Recipient" means one of the following. Please fill in the applicable code under the "Exemption from FATCA reporting code".

Code	Description
A	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a) (37)
B	The United States or any of its agencies or instrumentalities
C	A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
H	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempts from tax under section 664 or described in section 4947(a) (1)

"US Person" means a US citizen or resident individual, a partnership or corporation organized in the US or under the laws of the US or any State thereof, a trust if (i) a court within the US would have authority under the applicable law to render orders or judgements concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US.

DEFINITIONS FOR CLAUSE OF ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 ("AMLA")

"instrumentalities of an offence" means: (a) anything which is used in, or in connection with, the commission of any unlawful activity; or (b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity, whether the thing or property is situated within or outside Malaysia.

"proceeds of an unlawful activity" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- (a) which is wholly or partly:
- (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
 - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- (b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

"property" means: (a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or (b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveler's cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

"unlawful activity" means: (a) any activity which constitutes any serious offence or any foreign serious offence; or (b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence, regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

"serious offence" means: (a) any of the offences specified in the Second Schedule of AMLA; (b) an attempt to commit any of those offences; or (c) the abetment of any of those offences; "transaction" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

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