

Client Name: _____

Client Code: _____

Date: _____

RHB Investment Bank Berhad
 Customer Relationship Centre
 Level 1, Tower Three, RHB Centre
 Jalan Tun Razak
 50400 Kuala Lumpur

Dear Sir / Madam

OPENING OF ADDITIONAL TRADING ACCOUNT

I would like to open additional trading account as follows:
 (Please tick whichever is applicable).

<input type="checkbox"/>	Securities
<input type="checkbox"/>	Derivatives
<input type="checkbox"/>	Margin Financing
<input type="checkbox"/>	Collateralized Securities Trading (CST)

<input type="checkbox"/>	Securities Intra Day Trade
<input type="checkbox"/>	Islamic Broking Scheme (IBS)
<input type="checkbox"/>	Multi Market Trading (MMT)
<input type="checkbox"/>	Cash Upfront

Gross Annual Income (all sources of income)

- Below RM20,000
 RM20,001 to RM50,000
 RM50,001 to RM100,000
 RM100,001 to RM200,000
 RM200,001 to RM300,000
 Above 300,000

Estimated Net Worth (e.g. Car / Property): _____

Estimated Liquid Net Worth (e.g. Cash / Shares): _____

Occupation: _____ (Please provide latest financial documents.)

I have read and fully understood the respective trading accounts' Terms and Conditions which I have received and accepted them as legally binding on me.

I declare that the information and particulars given by me in the existing 'Client Information Statement' are true and correct and I further undertake to immediately inform you of any change in the particulars provided.

Thank you.
 Yours faithfully

(Client's Signature)

I confirm that the above applicant has appeared before me to execute this Application Form and hereby request RHB Investment Bank Berhad ("RHB Investment Bank") to permit my trading for the applicant to this application. In consideration thereof and notwithstanding any collateral which RHB Investment Bank holds in relation to this application from time to time, I hereby undertake to indemnify and keep RHB Investment Bank fully and completely indemnified from and against any loss, damage, claims, actions, fines, costs and expensed of whatsoever nature which RHB Investment Bank may suffer or incur in connection with or arising from the trades transacted pursuant to this application unless caused by RHB Investment Bank's negligence.

.....
 Equities / Futures Dealer's Representative

Note: Please complete the 'Update of Client Information Form' if there are any changes in your particulars and submit together with this letter to Customer Relationship Centre.

FOR OFFICE USE
Customer Relationship Centre

Clientele of: Principal Office: Branch Office:

AMLA categorization

Low Risk: - Medium Risk: - High Risk: -

Derivatives code : FBR Assigned: _____ Introducer: _____

Execution and Clearing: Clearing Only : Execution Only :

Commission Code: _____ Tripartite Agreement:

CDS A/C No. - -

CDS A/C opened date: / /

BFE code: Party Sub A/C No. : /

DR Assigned code:

Trading A/C opened date: / /

Application documents approved and CTOS checked by:
Name: _____ Date _____

CDS and Trading Account opened by:
Name: _____

Credit Control

Trading limit approved: _____ Authorized signatory Date: _____	Buy limit: _____ Sell limit: _____ Recommendation of trading limit: _____ _____	Trading limit updated by: _____ _____ Date: _____
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Retail Business

Request for brokerage rate: On-line brokerage : <100k _____ 100k-500k _____ >500k _____ Min _____ Off-line brokerage: <100k _____ 100k-500k _____ >500k _____ Min _____	Approved by: _____ Authorized signatory _____ Date _____
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Existing client's account information:

BFE / Derivatives Code : Account Opened Date: / /

RHBInvest User ID : _____

Remarks (Please indicate below the details of the existing trading accounts in the event the client has more than one existing trading account):

SUPPLEMENTAL TERMS & CONDITIONS FOR TRADING IN FOREIGN SECURITIES

1. **Terms and Conditions** For Applicant wishing to trade in foreign securities (hereinafter referred to as “securities”) via RHB Investment Bank Berhad (“RHB Investment Bank”) as a broker, the terms and conditions contained herein shall form part of and are to be read collectively with the Securities Trading General Terms & Conditions (“Principal Terms”) and Call Warrants Risk Disclosure Statement attested to by the Applicant.
2. **Rules Governing Transactions** The Applicant agrees that his transactions in the securities shall be governed by prevailing Rules of Bursa Malaysia Securities Berhad and relevant authorities which includes all regulatory and government bodies of the relevant foreign countries in which the securities are traded, foreign exchange regulations and guidelines, and rules and regulations of such other exchange or market where the transactions are effected except where expressly stated to the contrary herein. In trading in the securities the Applicant shall be fully responsible to comply with all applicable laws and regulations including foreign exchange control laws and shall obtain all necessary approvals or make all necessary registrations or filings with the relevant authorities.
3. **Correspondent Brokers** RHB Investment Bank is entitled to delegate the execution of the Applicant’s orders for the securities to a correspondent broker of RHB Investment Bank’s choice (the “Correspondent Broker”). As between the Correspondent Broker and RHB Investment Bank, RHB Investment Bank may be obliged to regard itself as being primarily responsible for the execution of the Applicant’s orders. In this connection, the Applicant recognises that RHB Investment Bank may, but is not obliged to, take such measures (including effecting payment and settlement in respect of the Applicant’s orders which have been executed) as may be necessary to ensure non-default of RHB Investment Bank’s own primary responsibility as aforesaid (notwithstanding that as between the Applicant and RHB Investment Bank, the Applicant is in or has notified RHB Investment Bank that he will be in default).
4. **Information and Execution Delay** The Applicant acknowledges that in trading in securities on foreign exchanges there may be delays in stock quotes and execution of orders via the Correspondent Broker. While RHB Investment Bank will take reasonable care to mitigate any such delay, the Applicant agrees that neither RHB Investment Bank nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Applicant in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of RHB Investment Bank.
5. **Commissions, Fees, Costs and Charges** The Applicant agrees to pay RHB Investment Bank such commissions, fees, costs and other charges relating to the Applicant’s account at such rate or rates as RHB Investment Bank may from time to time determine. RHB Investment Bank has the right to deduct from the Applicant’s account, an amount for the purpose of withholding tax in relation to the Applicant’s transactions, as required by the relevant foreign regulatory/government bodies.
6. **Interest** The Applicant agrees to pay interest to RHB Investment Bank on all monies due and payable and not paid by the Applicant under his account or with respect to the transactions in the securities by the Applicant at the prevailing rate of RHB Investment Bank. Such interest will be payable both before as well as after judgment.
7. **Settlement Currency** All transactions in the securities for the Applicant’s account shall be settled in Exchange Traded Currency (“ETC”) or any other currency requested by the Applicant at a rate of exchange quoted by RHB Bank Berhad. The Applicant will bear all losses, damages, or costs that result from any currency conversion connected with any transaction in the securities for the Applicant’s account.
8. **Settlement Date** Delivery and settlement between RHB Investment Bank and the Applicant in respect of transactions in the securities shall be effected not later than the scheduled settlement date of the relevant exchange. Where the scheduled settlement date falls on a public holiday in Malaysia and/or Singapore, settlement between RHB Investment Bank and the Applicant will be effected on the following market day for both Malaysia and Singapore.
9. **Contra** Contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of RHB Investment Bank and subject to the laws, regulations and rules of the relevant exchange. RHB Investment Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from RHB Investment Bank’s refusal to allow the

Applicant to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

10. **Restricted Trading Days** The Applicant's ability to trade in securities may be restricted to days when the Malaysian stock exchange, Bursa Malaysia, is open for trading. This means that the Applicant may be unable to trade in securities when the Malaysian stock exchange, Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which the Applicant wishes to trade may be open for trading. RHB Investment Bank may at its absolute discretion (but is not obliged to) increase the trading days from time to time. RHB Investment Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from the restricted trading days of RHB Investment Bank and the Applicant's inability to trade in securities when RHB Investment Bank is not open for trading notwithstanding that the relevant exchange may be open for trading.
11. **Acknowledgement of Risk** The Applicant acknowledges and agrees that there are risks associated with dealings in securities in multiple markets in the manner contemplated herein and have read, understood and accepted the Risk Disclosure Statement and the risks disclosed as set out therein. The Applicant further confirms that RHB Investment Bank shall not be responsible for the decision taken by the Applicant to deal in securities.
12. **Automatic Liquidation** If the Applicant does not pay for any securities which he purchases or settle any other transaction with respect to securities by the settlement date of the purchase contract, RHB Investment Bank has the right to liquidate and impose charges on any or all of these transactions without notice to the Applicant. RHB Investment Bank may but need not exercise this right on any day after the day on which the right to liquidate first arose. RHB Investment Bank will not be liable to the Applicant with respect to securities purchase transactions on which the customer has defaulted on for any loss suffered by the Applicant as a result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually sells the securities.
13. **Nominee/Custodian** RHB Investment Bank may on the terms set out below hold all securities purchased for the Applicant either directly or through a Nominee or Custodian (who may effect such holding through a Sub-Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee/Sub-Custodian may or may not be within Malaysia and in the latter case, the Applicant consents to RHB Investment Bank having absolute discretion in their appointment or approval in their appointment. All costs associated with the holding of the securities by any of them shall be for the Applicant's account. Accruals with respect to any and all securities so custodised, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as RHB Investment Bank thinks fit) and credited into the Applicant's account.

The duties provided by RHB Investment Bank as custodian of the securities purchased for the Applicant shall be:

- (a) to hold or procure to be held to its order all documents evidencing ownership of the securities and identity in its books that all securities belong to the Applicant;
- (b) to procure that all securities other than bearer securities are registered in the name of RHB Investment Bank or such Nominee/Custodian or Sub-Nominee/Sub-Custodian which has been appointed. In these circumstances, the securities will still be held in such a way that it is readily apparent that the securities are not the property of RHB Investment Bank or any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be). The securities may be registered collectively with securities of other clients of RHB Investment Bank in the same name and where so registered, the Applicant's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although RHB Investment Bank and/or its delegate will maintain records such that it will be readily apparent the degree of the Applicant's interest in the commingled securities so collectively held but on the express understanding and agreement of the Applicant that where such commingling and aggregation of the securities of the Applicant and other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the securities, RHB Investment Bank has full discretion as to the allotment of such entitlements as amongst its clients as it deems fit;
- (c) to use its reasonable endeavours to collect and receive entitlements including income and other monies due with respect to the securities provided that the Applicant acknowledges and accepts that RHB Investment Bank (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:
 - (i) exercise or discharge any obligations conferred or imposed by reason of RHB Investment Bank's holding of the securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;

- (ii) send or give notice of any proxy form or other document which RHB Investment Bank may receive in respect of the securities;
 - (iii) recognize any claim in the nature of a trust or equitable claim by anyone other than the Applicant in respect of the securities or any part thereof.
- (d) to credit to the Applicant's account all income and other payments received by RHB Investment Bank under paragraph (c) above;
 - (e) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the securities; and
 - (f) to keep or (to the extent reasonably practicable) procure to be kept by any Nominee/Custodian or Sub-Nominee/Sub-Custodian (as the case may be), such books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities held and transactions carried out by or on behalf of the Applicant.

14. **Holding of Securities on Aggregate or Omnibus Basis** Without prejudice to the terms for the provision of Nominee/Custodian services with respect to the securities set out in paragraph 13 above, the Applicant acknowledges and consents to the fact that any securities belonging to the Applicant held with RHB Investment Bank or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of RHB Investment Bank on an aggregate or omnibus basis.

15. **Exclusion of Liability** RHB Investment Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from or in connection with:

- (a) the manner in which the Applicant's securities are held hereunder or the manner in which monies received or intended to be received are dealt with or the manner in which proxy forms or other documents and notices in relation to the securities are dealt with;
- (b) the loss, theft or destruction of, or any damage to, any of the securities or certificates relating thereto;
- (c) the performance or non-performance of RHB Investment Bank,

except insofar as the same arises as a result of the fraud, gross negligence and/or willful default of RHB Investment Bank.

While RHB Investment Bank will use reasonable care in the selection of any Nominee, Custodians, agent or delegate, RHB Investment Bank shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from or in connection with:-

- (i) the insolvency of any Nominee, Custodian, Sub-Nominee or Sub-Custodian; or
- (ii) any act or omission of any Nominee, Custodian, Sub-Nominee or Sub-Custodian,

except insofar as the same arises as a result of the fraud, gross negligence and/or willful default of RHB Investment Bank.

RHB Investment Bank shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

RHB Investment Bank shall not be liable or have any responsibility to the Applicant for any loss or damage incurred or suffered by the Applicant if the performance of RHB Investment Bank's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

16. **Authorisation** Without prejudice to any clause herein, RHB Investment Bank is authorized (but is not obliged), either by itself, through a Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, to do any lawful act or thing which in the discretion of RHB Investment Bank is necessary to preserve the integrity of the securities custodised and/or any account and/or to protect the reasonable interests of the Applicant and/or RHB Investment Bank.

17. **Utilisation of Securities** The Applicant agrees that:

- (a) any transfer of securities from the Applicant's account shall be at the cost of the Applicant and subject to RHB Investment Bank' prior consent and to the laws, regulations and rules of the relevant jurisdiction;
- (b) RHB Investment Bank shall at all times have a general lien over any and all securities held by RHB Investment Bank for the Applicant as security for any outstanding obligation owed by the Applicant to RHB Investment Bank. RHB Investment Bank may at all times exercise this lien by effecting a sell out of any or all of such securities and apply the net proceeds towards settlement or discharge of the Applicant's obligations to RHB Investment Bank.

18. **Termination** Where RHB Investment Bank is of the view, at its sole discretion, that the continued trading in the securities for the account of the Applicant is not to the mutual benefit of RHB Investment Bank and the Applicant, RHB Investment Bank may by notice in writing to the Applicant terminate trading in the securities for the account of the Applicant. Upon termination, RHB Investment Bank shall be entitled to utilise any amount due to the Applicant and/or liquidate the securities and utilise the proceeds thereof to settle any outstanding amounts without further notice to the Applicant. Any amounts remaining with RHB Investment Bank shall be refunded by RHB Investment Bank to the Applicant in such manner as the Applicant shall direct. The remaining securities belonging to the Applicant held with RHB Investment Bank shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Applicant shall specify at the cost and expense of the Applicant subject to the laws, regulations and rules of the relevant jurisdiction.

19 **Variations** The Applicant agrees that RHB Investment Bank may at any time by notice in writing to the Applicant, vary or add to these supplementary terms and conditions without prior consultation with the Applicant. Without limitation to the foregoing, such written notices may be included as part of the Applicant's monthly statement of account. Where the Applicant is not agreeable to such variations, the Applicant shall have seven (7) days from the date of the notice to object to such variations failing which such variations shall be deemed to be binding on the Applicant.

DECLARATION

I have read and fully understood the SUPPLEMENTAL TERMS & CONDITIONS FOR TRADING IN FOREIGN SECURITIES (“STCTFS”) and the RISK DISCLOSURE STATEMENT and accept them as legally binding on me and request that my foreign market trades shall be settled as follows:

(Tick whichever is applicable)

Exchange traded currency/agent set currency or

MYR currency.

Signature of Applicant

Date

Trading Account No. _____

DECLARATION BY DEALER’S REPRESENTATIVE/FUTURES BROKER’S REPRESENTATIVE

I confirm that the above Applicant has appeared before me to execute this Supplemental Terms & Conditions For Trading in Foreign Securities (“STCTFS”) and hereby request RHB Investment Bank to permit my trading for the Applicant pursuant to this STCTFS. In consideration thereof and notwithstanding any collateral which RHB Investment Bank holds in relation to this STCTFS from time to time, I hereby undertake to indemnify and keep RHB Investment Bank fully and completely indemnified from and against any loss, damage, claims, actions, fines, costs and expenses of whatsoever nature which RHB Investment Bank may suffer or incur in connection with or arising from the trades transacted pursuant to this STCTFS unless caused by RHB Investment Bank negligence.

Signature of Dealer’s Representative /
Futures Broker’s Representative

Date

FOR OFFICE USER

Verified by: _____ Date: _____

Updated by: _____ Date: _____

Checked by: _____ Date: _____

FOR CORPORATE CLIENT ONLY

SHARE CAPITAL: _____

YEARS OF OPERATION: _____

c

Date :

Name of Client :

Address of Client :

To:

RHB Investment Bank Bhd

Level 10, Tower One

RHB Centre

Jalan Tun Razak

50400 Kuala Lumpur

Dear Sirs,

RE : DECLARATION IN RELATION TO FOREIGN INVESTMENT THROUGH RHB INVESTMENT BANK BERHAD (“the Company”)

In order to comply with the requirements and conditions imposed by Bank Negara Malaysia on the Company in providing stockbroking services/margin finance facilities for multi market trading, I do solemnly and sincerely declare and affirm as follows:

(please tick box 1 if you do not have domestic borrowing or box 2* if you have domestic borrowing):*

1. * **I am a resident individual with no domestic borrowing.**

I hereby undertake to notify the Company immediately in writing should there be any subsequent changes to the above.

2. * **I am a resident individual with domestic borrowing.**

I further declare that my investments abroad, shall and does not at any time exceed Ringgit Malaysia One Million (RM1,000,000.00) per calendar year, where it involves conversion of ringgit into foreign currency.

I undertake to seek specific approval from Bank Negara Malaysia if my currency conversion for the purpose of foreign investment is to exceed RM1,000,000.00 in a calendar year and I further undertake to deliver to the Company a copy of the specific approval granted to me by Bank Negara Malaysia.

I shall promptly inform the Company in the event there is such currency conversion made by me that exceeds the amount of RM1,000,000.00, or such other amount as approved by Bank Negara Malaysia, within a calendar year.

3. I hereby consent to the Company to disclose to or inform Bank Negara Malaysia or other relevant regulatory authority, if the same is required, following the disclosure/information made by me to you in accordance with Item 1 or 2 above, and I shall indemnify the Company for any penalty that may occur arising from my declaration to Item 1 or 2 above.
4. I agree that all the terms, amounts and facts as stipulated in this Declaration and the other relevant documents, namely Trading Account Opening Form, Risk Disclosure Statement, Supplemental Terms & Conditions For Trading In Foreign Securities and Disclosure of Information (collectively referred as "Agreement") shall be binding on me as the applicant of the stockbroking services/facilities.
5. All terms used in this Declaration shall, unless the context otherwise requires, have the same meaning as those in the Agreement.

Yours faithfully,

.....
Signature of Applicant

Name :

"Domestic borrowing" means :

Obtained from any resident, Ringgit advance, loan, trade financing, hire purchase, factoring, leasing facilities, redeemable preference shares or similar facility in whatever name or form, other than-

- Trade credit terms extended by a supplier for all types of goods & services
- Forward exchange contracts entered with licensed onshore banks and approved merchant banks
- Inter-company borrowing within a corporate group
- One personal housing loan & one vehicle loan obtained from residents
- Credit card & charge card facilities