

**AmInvestment Bank****ISLAMIC SECURITIES TRADING
APPLICATION FORM FOR CORPORATE**

Version No V.2.2019.02.19 for ISB

To be completed by AmInvestment Bank Berhad	
Client Name	
Account Qualifier	
CDS Account Number	086 - 001 -
Client Code	ISB
CMSRL Holder Code/Name	
BBB Code	
DECLARATION BY CAPITAL MARKETS SERVICES REPRESENTATIVE'S LICENCE ("CMSRL") HOLDER/AUTHORISED OFFICER OF AMBANK GROUP	
Tick (√) where applicable	
☐ Recommended and/or serviced by Salaried CMSRL Holder ☐ Recommended and/or serviced by Commissioned CMSRL Holder ☐ Recommended by AmBank Group. Company Name:	
The Directors, AmInvestment Bank Berhad (the 'Company') I hereby request that you accept the abovenamed applicant as a client of the Company and a client of the Custodian. As a CMSRL Holder, an authorised officer of the AmBank Group, I hereby confirm the existence of the applicant and declare that the particulars given herein by the abovenamed applicant is true, complete and correct to the best of my knowledge. In addition to the above, as a Commissioned CMSRL Holder, I shall be responsible for making good any liabilities, debts and losses incurred by the abovenamed applicant and shall hereby indemnify the Company for any and all liabilities, debts and losses incurred by the said applicant including professional fees/solicitors' cost.	
Signature of CMSRL Holder/Authorised Officer(s) of AmBank Group (Delete whichever inapplicable)	Date
Name : _____	
CMSRL Holder Code/Employee ID: _____	
Recommendation of Trading Limits RM: _____	

A. APPLICANT'S PARTICULARS

Please complete this Application Form in BLOCK letters using black or blue ink pen. (Tick [✓] whichever appropriate).

All are mandatory information unless fields that are indicated as (#).

Any amendment must be countersigned by Client.

(i) Application for Trading at :

☐ Head Office ☐ Branch: ☒ Others:

(ii) Application for the following Shariah-Compliant Account(s)/Services:-

a) Islamic Securities Trading (including Foreign Securities Trading)

Other options: -

Account(s):

Services:

☐ Collateralised Securities Trading
 ☐ Custodian Services by Custodian

☐ E-Direct (Cash Upfront)
 ☐ Electronic Trading ("ECOS")

☐ Others: _____
 (Please specify)

(iii) Corporate Particulars

Name of Applicant (As Per Business Registration)[illegible][illegible][illegible]

Country of Incorporation :

Nature of Ownership

☐ Malaysian Bumi Controlled

☐ Malaysian Non-Bumi Controlled

☐ Foreign Controlled

Type of Organization

☐ Private Company
 ☐ Non-Bank Financial Institution (NBFI)

☐ Public Company
 ☐ Financial Institution

☐ Government Link Company
 ☐ Society/Association (NGO)

☐ Other :

No. Of Employees	as at
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Ultimate Holding Company :

For Office Use
– eAMS:

Client Type

7

Client Category

7

Ownership

7

Place of Incorporation

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(iv) Financial Particulars (please specify in RM)**Audited Financial Results (for the past 2 years)**

Financial Year	Profit/(Loss) before Tax	Company Turnover	Paid-Up capital	Authorised Capital	Shareholders' funds

**For Office Use
– eAMS:**

Paid-up Capital

Customer Segmentation

Asset/Financial

Source of Wealth and Net Worth

☐ Banking Facility/Borrowings
 ☐ Business Income
 ☐ Retained Earning
☐ Clients Funds
 ☐ Others specify : _____

Source of Funds for Investment

☐ Banking Facility/Borrowings
 ☐ Business Income
 ☐ Retained Earning
☐ Clients Funds
 ☐ Others specify : _____

(v) Authorised Personnel to give instruction and/or

(As per Board Resolution Attached)

(vi) Directors and Shareholders' Particulars**Directors**

Name in Full	Nationality	New NRIC/Passport/Authority Card

Major Shareholders (≥ 10% of the paid up capital)

Name in Full	Nationality	New NRIC/Passport/Authority Card

(vii) Investment Experience**Investment Objective(s)**

☐ Trading Gain ☐ Capital Growth ☐ Dividend ☐ Arbitraging

Investment Experience

Equity: year(s)

(viii) Trade in LEAP Market

	No	Yes
To trade in Leap Market?	☐	☐
If yes, please complete the columns below		
a) Do you qualify as a Sophisticated Investor?	☐	☐
b) Have you signed the Leap Market Risk Disclosure Statement?	☐	☐

* The LEAP Market is a qualified market meant for Sophisticated Investors only i.e. those who qualify under Part 1 of Schedules 6 & 7 of the Capital Markets & Services Act 2007 (CMSA) as listed behind the LEAP Market Risk Disclosure Statement

(ix) Politically Exposed Person ("PEP") – Domestic & Foreign

	No	Yes
Any of the Director(s)/Authorised Signatory(ies)/shareholder (≥25%) is/are entrusted with prominent public functions, such as heads of state or government, senior politician, senior government officials, judicial or military officials and senior executives of public organizations?	☐	☐

(If Yes, please complete the column below)

No.	Name	Designation
1.		
2.		
3.		

☒ **Payment Instruction and Receipt Advice**

Payment Instruction

☐ Auto Trust ☐ Payment Instruction for auto credit/withdrawal from trust (please provide bank details as below together with a copy of certified true copy of latest bank statement by dealer representative/bank officer)

Please credit all payments due to me into my bank account, details as follows:-

AmBank (M) Berhad: Account No.:

[illegible][illegible][illegible]

Account Type: ☐ Current ☐ Other:

[illegible]

#Receipt Advice (if different from the bank above)

I shall use the bank below for all payment made by me to your bank unless otherwise advise,

[illegible][illegible]

Account Type: ☐ Current ☒ Other:

[illegible]

Note: All payment by cheques, bank drafts, banker's cheques and telegraphic transfer must be made payable to AMINVESTMENT BANK BHD directly by you by quoting your name/client code/NRIC number. I.e.: "Aminvestment Bank Berhad for account xxxxxx" We DO NOT accept 3rd Party deposit/payment unless it is approved by the Bank.

(xi) **Delivery of Contract Note/Statement/Contra Note**

Electronic via email

Hardcopy*

Equity

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* May be subjected to RM2 + GST per copy of contract note/contra note/statement for online client. Fees shall be subjected to revision from time to time.

B. DECLARATION BY APPLICANT

1. DECLARATION PURSUANT TO TERMS AND CONDITIONS FOR ISLAMIC SECURITIES TRADING

- (a) We declare that all particulars and information given by us in this Islamic Securities Trading Application Form ("Application Form") are true and correct and we have not withheld any material fact or information from AmlInvestment Bank Berhad ('the Company') and / or AMSEC Nominees (Tempatan) Sdn Bhd/ AMSEC Nominees (Asing) Sdn Bhd ("the Custodian").
- (b) We hereby declare that we are not insolvent nor placed under receivership and we do not have any litigation case pending against us for any debt due.

Upon the occurrence of any of the events rendering the above declaration in Clauses B 1(a) and (b) becoming inaccurate or untrue, we agree and undertake to immediately cease trading and cease utilizing the services of the Company and the Custodian and shall forthwith notify the Company and the Custodian in writing of the occurrence of such event(s). Without prejudice to the aforementioned, upon the Company and / or the Custodian having knowledge of the occurrence of any of the such events, the Company shall have the right and discretion to immediately cease our trading and the Company and / or the Custodian shall have the right to cease the provision of all its/their services or any part thereof. However, all orders carried out for us under any of the Client's Securities Account(s) (hereinafter defined) and all orders, instructions and communications carried out by the Custodian and / or the Company prior to the aforesaid cessation shall be valid and enforceable against us.

- (c) We acknowledge that the Company and / or the Custodian do not provide any investment advice, suggestions or recommendations;
- (d) We understand that our application to open any account and any other services and facilities are subject to the Company's approval and / or the Custodian's approval as the case may be and the Company and / or the Custodian is absolutely entitled at it/their respective discretion to reject our application or impose such conditions and/or restrictions as it / they may deem fit without giving any reasons thereof.
- (e) We undertake to furnish the Company and / or the Custodian with such additional particulars, information and declaration as the Company and / or the Custodian may require at any time and from time to time. We further undertake to promptly notify the Company and / or the Custodian should there be any changes to the particulars, information or the declaration given to the Company and/or the Custodian as the case may be.

We also authorise the Company and / or the Custodian to verify the particulars and information provided from any source and in such manner as it/they shall deem fit.

We consent to the Company and / or Custodian to conduct any check on the credit standing / financial status with any person or institution that it/ they may deem necessary at any point of time.

- (f) We enclose herewith the following documents duly certified by our Company Secretary and/or Director(s) as true and correct: -

- ☐ Two (2) CTC of Memorandum & Articles of Association / Constitution (previously known as Memorandum & Articles of Association) or equivalent
- ☐ Two (2) CTC of Certificate of Incorporation, notice of registration, or registration of business (previously known as Form 8, 9 and/or notice of registration of new name (previously known as Form 13) or equivalent
- ☐ Two (2) CTC of Return of Return of allotment of shares (previously known as Form 24) or equivalent
- ☐ Two (2) CTC of Notification for change in the registered address (previously known as Form 44) or equivalent
- ☐ Two (2) CTC of Notification of change in the Register of Directors, Managers and Secretaries (previously known as Form 49) or equivalent
- ☐ One (1) CTC of NRIC/Passport (for foreigner) of each Authorised Signatory/Director/Shareholder
- ☐ One (1) CTC of latest Audited Account/Annual Reports for the past 1 year (in case of private companies, if applicable)
- ☐ Letter of Guarantee from Two (2) Directors with RM20 charges for stamping (only applicable for ≤ RM50k Paid-Up Shares Capital company)
- ☐ 2 sets of Board Resolution

2. **DECLARATION PURSUANT TO RULE 5.15 OF THE BURSA MALAYSIA SECURITIES BERHAD**

We hereby declare that the dealings in securities in respect of our trading account shall be carried out :-

(Tick [✓] whichever appropriate)

☐ for us as principal

☐ for and on behalf of the party (ies) set out below, from whom, through whom or on whose behalf the securities are to be dealt with: -

PARTICULARS

(please write on a separate sheet if the space below is insufficient)

Name of Part(ies) Concerned : _____
New NRIC/Passport/Authority Card No : _____
Registered Address : _____

3. **DECLARATION PURSUANT TO BANK NEGARA'S FOREIGN EXCHANGE ADMINISTRATION POLICY (BNM'S FEA POLICY)**

We hereby acknowledge that we have read and understood the Exchange Control Act 1953 and / or Bank Negara Malaysia's Foreign Exchange Administration (BNM's FEA) Policy and shall abide by the provisions at all material time.

4. **DECLARATION PURSUANT TO STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT**

We hereby acknowledge that we have read and understood the **STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT** as per below.

STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT

- (a) This statement is provided to you in accordance with the directive of the Committee of the **Bursa Securities** pursuant to Rule 201.1(2).
- (b) The purpose of this statement is to inform you that the risk of loss in purchasing **structured warrants** can be substantial. You should therefore assess if the purchase of **structured warrants** is suitable for you in light of your financial circumstances. In deciding whether to purchase **structured warrants** you should be aware of the following:
- The purchaser of a **structured warrant** is subject to the risk of losing the full purchase price of the **structured warrant** and all transaction cost;
 - In order to realise any value from a **structured warrant**, it is necessary to sell the **structured warrants** or exercise the **structured warrants** on or before their expiry date;
 - Under certain conditions, it may become difficult to sell the **structured warrants**;
 - Upon exercise of the **structured warrants**, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the **structured warrants**;
 - Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessary limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; and
 - The high degree of leverage that is obtainable from **structured warrants** because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gain.
- (c) This brief statement cannot disclose all the risks and other aspects of purchasing **structured warrants**. The Client should therefore carefully study the terms and conditions of any **structured warrants** before they decide to purchase. If the Clients are in doubt in relation to any aspect of this statement or the terms of a **structured warrant**, the Client should consult their broker.

Structured warrants means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by the Exchange from time to time.

C. RISK DISCLOSURE STATEMENT

"Nothing in this form is intended to provide investment advice and nothing in this form should be construed as a recommendation to trade in any Securities or to engage in any investment strategy or transaction. Trading in Securities is subject to investment and market risks, including the possible loss of the entire principal amount invested. You are solely responsible for determining whether any trading, investment strategy, security or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your own independent adviser(s) before trading/investing."

D. DECLARATION BY APPLICANT

We hereby acknowledge receipt of the Terms and Conditions for Islamic Securities Trading (Version No:V.1.2009.11.02 for ISB) and declare that we have read and we fully understood the contents therein (which shall include variations, amendments, modifications, supplements, substitution and replacement made from time to time) read together with this Application Form, collectively referred to as "Agreement". I confirm that We shall be bound by the terms of the Agreement.

WE MAKE THIS SOLEMN DECLARATION OF MATTERS AS STATED ABOVE CONSCIENTIOUSLY BELIEVING THE SAME TO BE TRUE.

SUBSCRIBED AND SOLEMNLY)

Declared by the applicant)

This day of 20)

Authorised Signatory(ies)

Affixed of common seal or company rubber-stamp
(where applicable)

Applicant Name : _____

Applicant Registration No : _____

Before me (See note below),

Name of Witness* : _____)

New NRIC/Passport No : _____)

Profession/Designation : _____)

Address : _____)

: _____)

Signature of Witness* (Official Stamp/Seal)

Note*:

Insert name, NRIC/Passport no., profession/designation and address of the witness who must be an Authorised Officer of AmInvestment Bank Berhad or AmBank Group or AmInvestment Bank Berhad's Commissioned Capital Markets Services Representative's Licence Holder or AmInvestment Bank Berhad's Salaried Capital Markets Services Representative's Licence Holder or any other Capital Markets Services Representative's Licence Holder authorised by the Bank or a Notary Public or the Officer(s) of the Malaysian Embassy or High Commission/Consulate of the jurisdiction where the form is signed.

**TO BE COMPLETED BY CAPITAL MARKET SERVICES REPRESENTATIVE'S LICENCE HOLDER/
AUTHORISED OFFICER OF AMBANK GROUP**

(A) RECOMMENDATION OF TRADING LIMITS AND BROKERAGES

Trading Limits (RM)	Brokerage Rate

(B) KNOW YOUR CLIENT ("KYC") AS PER BURSA RULE 5.15 (1)

1. Is the Client familiar with the following types of investment?

- ☐ Bond/Loan Stocks
 ☐ Unit Trust
 ☐ Securities
 ☐ Foreign Investment
☐ Derivatives
 ☐ Options
 ☐ Call Warrants
 ☐ None of the above

2. Is the Client familiar with the rules and regulations governing the investment in securities/derivatives?

- ☐ Sound Knowledge
 ☐ Reasonable
 ☐ None

3. How did you know this Client?

- ☐ Relatives
 ☐ Walk-in
 ☐ Friend

☐ Others: _____

4. How long you have known this Client?

- ☐ < 1 year
 ☐ 1-5 years
 ☐ 5-10 years
 ☐ > 10 years

5. Any Client's related companies have an existing trading account with AMIB?

Name : _____

Code : _____

6. Indicate the Risk Profile of this client in respect of Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

- ☐ Low
 ☐ High; due to:
 ☐ Involve in cash intensive
 ☐ Non-resident
 ☐ Associate to PEP

☐ Medium
 ☐ Other: _____

Remarks: _____

Completed By

Name of CMSRL Holder/Authorised Officer(s) of AmBank Group	Signature

MEMORANDUM OF DEPOSIT OF SECURITIES

(Applicable for Collateralised Securities Trading Applicant Only)

(This Memorandum of Deposit of Securities shall be in accordance with the Shariah principle of Rahn (Pledge))

We, the applicant hereby pledge all Securities ("Securities"), which shall have the meaning assigned to it under the Capital Markets and Services Act, 2007 ("CMSA") and shall be securities traded on the Bursa Malaysia Securities Berhad or any Malaysian stock exchange designated by Bursa Securities, which are acceptable to you and which may be held from time to time, in our trading account which have been fully paid and/or in any of our account(s) (including the securities account defined by the Security Industry (Central Depository) Act, 1991) held with you directly or through your nominees (hereinafter called "the Said Securities"), whether in book entry, electronic means or otherwise, on the following terms and conditions:-

1. We confirm that we are the legal and beneficial owner of the Said Securities and that we are entitled to pledge the Said Securities to you. We enclose herewith our board resolution, inter alia, authorising the provisions of this agreement and specifying the names of the authorised signatories empowered to execute all necessary documentation in connection thereto.
2. The Said Securities will be a continuing security to you for the general balance of our debts to you, which includes but is not limited to any moneys now and hereafter due under any of our account(s).
3. In the event that any debt remains outstanding for more than twenty one (21) calendar days or any other period of time as may be prescribed by you (in your absolute discretion at any time and from time to time) by written notice to us, you may at your sole discretion and at any time thereafter, without giving us any notice, sell the Said Securities to settle such debts, in which event we shall have no recourse against you or your nominee or your agents in respect of any loss that we may suffer arising out of or in relation to or connected with such sale or this Memorandum.
4. The Said Securities may be registered by you in your name or in the name of your nominee. If any of the Said Securities are held in a securities account registered in our Company's name, you shall be empowered in accordance with Section 40 of the Securities Industry (Central Depositories) Act 1991, to request the central depository to transfer such securities into your securities account or your nominee's securities account. Notwithstanding the aforesaid, neither you nor your nominee shall be answerable or responsible for any diminution in value of any of the Said Securities, however arising, while the same are in the custody, possession or control of yourself or your nominee. Further, while the Said Securities are in the custody, possession or control of yourself or your nominee, you shall not be responsible to ensure that any options, calls, rights issue, bonus issue, dividends and/or any other allotments, accretions and rights whatsoever accrued, attached and/or declared in respect of the Said Securities are subscribed, exercised, taken up, received or collected by you.
5. If so required by you, we shall execute such forms of transfer and/or assignments as are necessary to enable the effectual transfer of the Said Securities. In the event that further documents are necessary to effectively transfer the Said Securities, we shall immediately upon your demand execute such documents.
6. We hereby irrevocably authorise you to make enquiries and/or to request and to receive statement of account of any of aforementioned securities account / accounts as and when you shall see fit and/or deemed necessary by you in your absolute discretion without the need to seek our consent. We hereby further agree that you shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising and we hereby undertake to indemnify you for any losses of any kind and any nature which are incurred or suffered by you in respect thereof in connection with or as a result of your exercise of your right under this paragraph 6 and/or any other right pursuant to this Memorandum.
7. We hereby appoint you or any of your Attorneys and in our name or in the name of yourself or your Attorney, as the case may be, to, in the event any debt remains outstanding for more than twenty one (21) calendar days or any other period of time as may be prescribed by you in your absolute discretion at any time and from time to time by written notice to me, deal with the Said Securities in any manner whatsoever and to do all other things as fully and effectively as we could do in connection therewith and in particular but without prejudice to the generality of the foregoing to transfer, assign, charge or sell the Said Securities or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer assignment charge or sale, Provided Always, that you shall not deal with the balance of the Said Securities (if any) once all the debts remaining outstanding as aforesaid has been paid/repaid in full to your company.
8. We hereby acknowledge that you will not be liable for any loss or damage of the securities deposited into any securities account(s) registered in our company's name and/or securities account(s) registered in the name of your nominees for and on our behalf unless due to your negligence or willful default. In respect of such loss or damage (should there be any), your liability will be limited to the incidental replacement costs which are confined to cost of advertisement, scrip fees and any other reasonable costs related to the replacement of the physical share certificates only.

9. Any notice or demand required to be made or given to us hereunder may be sent by registered post to our last known address and shall be deemed to have been received by us within three (3) days after the date of posting notwithstanding, that the letter may be returned in the post.
10. We hereby acknowledge that you will not be liable for any failure in performing any of your obligations under this Memorandum or any claim in respect of any loss, expense, costs, injury, damages or liabilities which are directly or indirectly caused by or results from or arises from or out of or contributed by such failure to perform, if such non-performance arises from or is attributable to acts, events, omissions or accidents beyond your reasonable control and without limiting the generality thereof, including:-
- strikes, lockouts or other industrial actions;
 - civil, commotion, riot, invasion, war threat or preparation of war;
 - fire explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
 - impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
 - political or government interference or actions with the normal operations.
11. We hereby authorise you to disclose any and all information [(including without limitation particulars of securities held) in relation to our account(s) and/or securities account(s) registered in our company's name and/or securities account(s) registered in the name of your nominees for and on our behalf] to any of your employee, Capital Markets Services Representative's Licence Holders, agents, related companies, subsidiaries, affiliates and/or any other parties assigned to handle our account(s) and / or securities account (s) and agree that you will not be liable for any claims, actions, and proceedings and losses of whatsoever nature which may be incurred as a result of this authorisation.

Signature of Applicant (Individual)/(Corporate -
Affixed company rubberstamp or common seal
where applicable)

Name : _____

Date : _____

Signature of Witness*

Name : _____

New NRIC/ Passport : _____

Profession/Designation : _____

Note*:

Insert name, NRIC/Passport no., profession/designation and address of the witness who must be an Authorised Officer of AmInvestment Bank Berhad or AmBank Group or AmInvestment Bank Berhad's Commissioned Capital Markets Services Representative's Licence Holder or AmInvestment Bank Berhad's Salaried Capital Markets Services Representative's Licence Holder or any other Capital Markets Services Representative's Licence Holder authorised by the Bank or a Notary Public or the Officer(s) of the Malaysian Embassy or High Commission/Consulate of the jurisdiction where the form is signed.

For Office Use Only

Keyed-in by : _____

Checked by : _____