

Name of Client : \_\_\_\_\_

Existing Account No : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date :

To: **PM Securities Sdn Bhd**  
Ground, Mezzanine & 1<sup>st</sup> Floor, Menara PMI  
No 2 Jalan Changkat Ceylon  
50200 Kuala Lumpur

Dear Sirs

**APPLICATION FOR CROSS BORDER SECURITIES TRADING ACCOUNT**

1. I/We wish to request to open a trading account or using the above existing trading account(s) maintained with you to trade in securities listed on foreign exchanges (“non-ringgit securities”).
2. In connection with my/ our request, I/we hereby undertake and agree at all times to abide by the following terms and conditions:
  - 2.1 the terms and conditions herein contained are in addition and to supplement the Terms and Conditions of Trading (the “Original Terms”) between me/us with PM Securities Sdn Bhd (“PMS”) and the additional terms and conditions are to be read and construed with the Original Terms currently enforced.
  - 2.2 all transaction by PMS on my/our behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations (“Rules”) of the relevant exchanges on which the non-ringgit securities are listed and its clearing organization on which such transactions are executed or cleared by PMS or its agents or any of its affiliates for my/our account, to all applicable Rules of governmental/foreign government authorities and self-regulatory organizations and to all applicable laws and regulations promulgated thereunder. Accordingly, PMS or its agents or any of its affiliates may be required to provided information relating to my/our account. PMS shall not be liable to me/us as a result of any action taken by PMS or its agents or any affiliates to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, of my/our positions or any other action taken in the event that any exchange declares an emergency.
  - 2.3 the officers, employees, dealers or representatives of PMS are irrevocably authorized to furnish all information in relation to or arising from or in connection with my/our account to Bursa Malaysia Securities Berhad, authorities or such other authority having jurisdiction over PMS or to any other body or authority to whom PMS is associated with and its subsidiaries and or other affiliates of PMS at any time and from time to time inclusive foreign authorities as a result of my/our dealing in securities that are listed and quoted on selected foreign exchanges.
  - 2.4 that I/we shall be bound by any other terms and conditions of agreements executed between you and your foreign counter party(ies) in relation to services rendered to

facilitate my/our trading in non-ringgit securities and shall also read and fully understand your Cross Border trading requirement before commencing any Cross Border Securities Trading activities.

- 2.5 you may in your absolute discretion determine and vary the available limit based on the proportionate ratio determine by you from my/our approved limit or my/our securities deposited and maintained with you for my/our dealing in non-ringgit securities through conventional means, as the case may be. I/we further agree that you shall have the absolute right at any time to refuse my/our orders or limit the purchases/sales ordered by me/us.
- 2.6 I/we undertake to pay you promptly any fees or other charges imposed by any relevant exchanges on which the non-ringgit securities are listed or any of its clearing organization; any taxes imposed by any competent authority on any account opened or transaction effected for me/us; and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of PMS.
- 2.9 I/we shall indemnify you and keep you indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by you directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the trading account or the existing trading account for trading in non-ringgit securities or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.
3. I/we acknowledge and am/are aware that, for purposes of funding my/our trading in non-ringgit securities, I/we shall at all times comply with the relevant Exchange Control Notices of Bank Negara Malaysia (“ECM”)
4. I/we further declare and affirm as follows:
- 4.1 Individual  
I have not been adjudged a bankrupt and there is no pending bankruptcy against me as at the date hereof.
- Corporate
- (a) No resolution for the winding up of the company has been proposed or passed and the company has not wound up and no winding up petition has been presented against the company.
- (b) No receiving and/or adjudication order has been made against the company and neither any winding up proceedings have been commenced or instituted against the company which is still pending or subsisting nor has any resolution ever been passed for the winding up of the company.
- 4.2 As defined under the ECM,
- \*  I/we am/are a resident
- \*  I/we am/are a non-resident
- \*  I/we do not have domestic ringgit credit facilities
- \*  I/we have domestic ringgit credit facilities

- 4.3 I/we make this declaration in full knowledge and awareness of the reliance placed by PMS on such declaration as a basis to make investments abroad on my/our behalf.
- 4.4 I/we undertake to notify PMS immediately in writing of any changes of the declaration given herein.
- 4.5 For transaction in US securities I/we have completed US Tax Declaration Form (8 BEN)

I/we hereby acknowledge that I/we have received and understood the above terms and conditions of trading and agree to abide by them.

Witness by:

\_\_\_\_\_  
Signature of Applicant/ Auhorised Signatory (ies)  
(Corporate Client: Please affix company  
common seal or rubber stamp)

\_\_\_\_\_  
Dealer's Representative/ Authorised  
Officer of PMS/ Notary Public

Name : \_\_\_\_\_  
NRIC No./Passport No.: \_\_\_\_\_  
Company Incorporation No.

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

\* Please tick whichever is appropriate

**TO BE COMPLETED BY DEALER'S REPRESENTATIVE/ AUTHORISED OFFICER OF  
PM SECURITIES SDN BHD**

**Trading Limit Recommended (RM)** \_\_\_\_\_

**Dealer's Representative Indemnity**

In consideration of you at my request, opening or continuing to open a margin trading account/trading account/secured trading account (the "account(s)") with PM Securities Sdn Bhd and to authorize me to act as the Dealer's Representative for the said applicant. I hereby confirm the existence of the application and that the information given herein by the said applicant is true and correct to the best of my knowledge.

In consideration of you approving this application to open or to continue to open the account(s), I hereby agree to indemnify you and keep you fully indemnified against any losses, damages, debts, interest, charges and all other cost and expenses incurred or suffered by you in relation to the account (s) of the applicant.

Signature of Dealer's Representative \_\_\_\_\_

Name \_\_\_\_\_

Dealer's Representative Code \_\_\_\_\_

NRIC No. \_\_\_\_\_

Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

**CREDIT CONTROL**

**CREDIT MANAGEMENT**

Main A/C Code : \_\_\_\_\_ Client Code : \_\_\_\_\_

Recommended Trading Limit: \_\_\_\_\_ Checked by/Date : \_\_\_\_\_

Recommended By/ Date: \_\_\_\_\_ Data Entry By/Date : \_\_\_\_\_

Approved Trading Limit: \_\_\_\_\_ Approved by/Date : \_\_\_\_\_

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**COMPLIANCE DEPARTMENT**

Verified by : \_\_\_\_\_

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