

Letter of Pledged Securities (For Securitised Trading Accounts – STA)

Letter of Pledged by Applicant named in the Account Opening form (hereinafter referred to as (“the Client”), who wish to authorize the depositing of their securities into a designated pledged securities account with Apex Nominees (Tempatan/ Asing) Sdn Bhd (“AN T/A”) for securities trading purposes.

To: Apex Securities Berhad (“ASB”)

Dear Sirs,

1. DEPOSIT OF SECURITIES

In consideration of you allowing and/ or continuing to allow me/ us to trade in securities with you subject to inter alia the terms and conditions as stipulated in your account opening documentation executed and accepted by me/ us.

I/ We hereby deposit and pledge to you securities free from all liens, encumbrances, charges, equities or any other third party's rights consisting of but not limited to all stocks shares bonds debentures certificates of deposit and documents and all interests, dividends, rights and benefits therein and attaching thereto or arising therefrom which are acceptable to you and which now are or shall at any time hereafter be in the possession of and/ or held in your name or to your order or deposited with and/ or transferred to you or your nominees by me/ us or by others in my/ our name or for my/ our account or at my/ our request or with my/ our consent, by electronic means and/ or held in your account or your nominee's account or sub-account with any depository agent or any other institution or clearing system created by the relevant exchange in accordance with its constitution, bye-laws, rules and regulations, whether for safe custody, security or for any specific purpose or generally and which may now and from time to time hereafter be described in the Schedule hereto (“the Securities”) as security for the performance of my/ our obligations in respect of the Account maintained with you including the payment on demand to you of all sums of money which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to you by me/ us together with all interest accrued thereunder, commission, fees (including CDS charges) and other deposits due and payable in respect thereof or thereunder, and all legal expenses costs (on a full indemnity basis) incurred in relation to the Account or the enforcement thereof inclusive of all interest accrued thereon (as well after as before any demand or judgment) (hereinafter collectively referred to as “the Indebtedness”).

In amplification of the aforesaid, I/ we hereby authorise that all the securities shall be deposited in a designated pledged securities account (“the Pledged Account”) with AN T/A and I/ we am fully aware that all losses and/ or gains in the Account are solely my/ our responsibility and I/ we shall at all time not hold you and AN T/A responsible for disclosure of my/ our interest in the Pledged Account to any authorised person.

Furtherance to the aforesaid, I/ we hereby expressly undertake to accept all responsibility and liability howsoever arising from the Account and further to indemnify you and AN T/A against any losses, claims, liabilities, actions, fines, penalties, cost etc that you and/ or AN T/A may suffer and/ or incur in respect the both, the Account and the Pledged Account.

Notwithstanding the above, AN T/A shall in no way obliged to inform/ advise me/ us about entitlements (bonus, rights etc) meetings and/ or make any application and subscription of entitlements and/ or attend any meetings on by behalf and/ or be responsible for non-receipt of all and/ or entitlements arising from any interest in all securities held for my/ our benefit in the Pledge Account.

2. RIGHTS

You may from time to time and at your absolute discretion:

- (i) Require me/ us to deposit additional securities in which case I/ we shall furnish to you such additional securities immediately or within such period stipulated by you in;
- (ii) Impose restrictions and conditions on the Account including suspending any transactions in the Account;
- (iii) Reject all or any of the Securities deposited with you;
- (iv) Fix a value and/ or a ceiling price for the Securities and such value, as determined or fixed by you, for all intents and purposes shall be conclusive and binding on me/ us;
- (v) Exercise your discretion (that shall be binding on me/ us) not to apply any and/ or all monies and/ or proceeds from me/ us towards reducing my/ our Indebtedness; and
- (vi) Release any of the Securities from the deposit thereof created hereunder upon such terms and conditions (if any) as you at your absolute discretion deem appropriate.

3. AUTHORITY TO SELL SECURITIES

If the Indebtedness hereby secured shall not be duly paid to you on the due date or on demand by you for any of my/ our accounts maintained with you (as the case may be) you may forthwith without notice to me/ us and without my/ our consent sell assign transfer or otherwise dispose of the Securities or any of them at such price and upon such conditions and to such persons without being responsible for any loss/ diminution in value as you in your absolute discretion may think fit and may apply the net proceeds of such sale in or towards the costs incurred therein and of the Indebtedness in such manner as you deem fit and the residue (if any) shall be paid to the other of the person(s) legally entitled thereto.

In the event that the net proceeds of such sale actually received by you shall be insufficient to cover the whole of the Indebtedness I/ we undertake to pay to you immediately on demand any balance which may then be due.

4. CONTINUING SECURITY

That you have no obligation whatsoever to return the Securities and the Indebtedness shall not in any way be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole of the Indebtedness or any part of thereof but shall constitute and be a continuing security to you notwithstanding any settlement of account or other matter or thing whatsoever.

This Letter of Pledge shall be in addition to and is not to prejudice or be prejudiced by any other security whether by way of mortgage deposit lien or otherwise which you may now or at any time hereafter have or hold for the Indebtedness or any part thereof.

This pledge of securities hereby created is expressly intended to be and shall be a continuing security for all monies and liabilities (whether absolute contingent or otherwise and whether principal interest or otherwise) whatsoever now or hereafter and from time to time outstanding or owing or payable or as maybe or become payable by me/ us to you whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that I/ we may, any time or times, cease to be indebted to you for any period or periods and notwithstanding any settlement of any account or accounts otherwise.

5. RATIFICATION

I/ We agree and undertake at all times to ratify and confirm all whatsoever security, agreements, documents acts and things and transactions entered into by you at your instance in the exercise or purported exercise of your power given hereunder.

6. RECONSTRUCTION

This security and the provisions hereof shall remain in effect and binding for all purposes notwithstanding any amalgamation or merger that may be effected by you with any other company and notwithstanding any reconstruction by you involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale or transfer of all or any part of its undertaking and assets to another company and that the benefit under this Letter and all rights conferred on in the same manner to all intents and purposes as if such company had been named herein instead of or in addition to you.

This security and the provisions hereof shall remain in effect and binding for all purposes notwithstanding any change whatsoever in my/ our name style constitution or composition and it is expressly declared that no change of any sort whatever in relation to or affecting me/ us shall in any way effect the security liabilities and or obligations created by the provisions hereof in relation to any transaction whatsoever whether past present or future.

7. CERTIFICATE CONCLUSIVE

A certificate signed by a Director/ Manager or any other Officer of yours as to the Indebtedness shall, save for manifest error, be final, conclusive and binding on me/ us.

8. NOTICES

Any notice or demand by you shall be in writing signed by your officers or a firm of lawyers acting on your behalf and a demand or notice sent or transmitted to my/ our last known address shall be deemed to have been received by me/ us:

- (i) On the date of receipt, if delivered personally;
- (ii) On the lapse of three (3) days after the date of posting, if transmitted by mail;
- (iii) On the date of transmission, if transmitted by facsimile, and, in the case where notice is given by any two or more of the methods stated above, the date of notice shall be deemed to be the date on which any one of the events stated above first occurs.

All statements, contract notes, cheques and all other correspondences be forwarded to my/ our mailing address as stated by me/ us in the Account Opening Form of the Apex Securities Berhad unless otherwise notified by me/ us in writing.

9. INDEMNITY

I/ We agree that you shall not in any circumstance be held responsible for any detention loss damage deterioration or diminution in the value of the Securities howsoever arising or for the correctness validity sufficiency or genuineness of any of the documents relative thereto from time to time deposited with you as aforesaid or for any delay or omission which may occur including the rights to entitlements arising from the Securities or for any exercise or non-exercise of any of the authorities or for any reason whatsoever be liable to account to me/ us for anything except your own actual receipts.

10. WAIVER

Any waiver by you of any actions or breach of any of the undertakings covenants terms and/ or conditions herein or other relaxation or indulgence granted at any time by you to me/ us or any other person shall be without any express reservation to that effect by you shall be deemed to be without prejudice to and shall not effect the exercise at any time thereafter by you of all or any of its rights and remedies hereunder as though such waiver had not been made or relaxation or indulgence granted.

I/We have read and understand the above-mentioned and agree to abide by the same and I/we made this solemn declaration conscientiously believing the same to be true.

Client's Signature

Facility Limit Requested (RM): _____

**Authorization to Set Off, Lien over Securities and Indemnity
(For Collateralized Trading Account – CTA)**

IN CONSIDERATION of Apex Securities Berhad (“ASB”);

- (A) agreeing, granting or making available or continuing to grant or make available to me/us a trading facility in the form of trading limits in my/our trading account at my/our request and for my/our benefit, such trading limits determined at your absolute discretion and in no way creating a contractual obligation on your part to me/us; and
- (B) from time to time placing out for and on behalf of me/us the amount in my/our Collateralized Trading Account (“CTA”) and any other account(s), including foreign currencies or securities traded on other exchanges, that are maintained with ASB (“the Credit Balance”), in any money instruments with a licensed financial institution of your choice to earn interest rate as you may obtain from such licensed institution from time to time.

I/We hereby undertake and covenant with you and for the benefit of your successors-in-title and assigns and persons deriving title under you as follows:

1. I/We have deposited and/or hereby deposit or will cause immediately or from time to time cause to be deposited with you into my/our CDS account, ordinary shares or other instruments/securities in any public listed companies whether local or foreign (“Securities”) and I/WE HEREBY AGREE that you shall have a lien on the said Securities as security for the payment and satisfaction to you by me/us of all my/our obligations and liabilities to you under all accounts and facilities with you and you may apply the same in set-off or settlement thereof forthwith upon demand by you for the repayment of any of those obligations and liabilities.
2. I/We hereby warrant and represent to you as follows:
 - a. That I am/We are the legal and beneficial owner(s) of the Securities and no other person, firm, company, corporation or other body corporate has any claim, right, title or interest whatsoever legal or equitable in and to the Securities;
 - b. That other than the security created herein, there is no mortgage, pledge, lien, charge, assignment, hypothecation or other security interest or encumbrances of any kind upon the Securities or any of them and I/We have no knowledge of any fact which would or might invalidate the lien on the Securities pursuant to this Authorization, and
 - c. That this Authorization constitutes legal, valid and binding obligations on me/us and my/our heirs and personal representatives or successors in title on accordance with the terms hereof.
3. As the legal and beneficial owner of the Securities, I/We agree and do hereby give you all my rights title and interests in and to the Securities and as a continuing security for all and any sum of money owing to you and for the performance of my/our obligations and the discharge of my/our contingent liabilities under all accounts and facilities with you.
4. I/We agree that you may, at any time without notice, in making a demand, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any than existing accounts including accounts in the name of your nominee, (whether in trust or pledged for me/us) and set off or transfer any sum standing to the credit of any one or more such accounts towards satisfaction of any obligations or liabilities to you whether the liabilities are present, future, actual, contingent primary or collateral several or joint.
5. Until the ultimate balance by me/us has been paid or satisfied in full or so long as any liability and/or obligation remains outstanding by me/us to you whatsoever or howsoever, you shall have a lien on all the Securities in my CDS account whether the Securities are held in your custody or otherwise and you shall be entitled to retain the Securities deposited by me/us now and/or subsequently and/or from time to time and Securities shall be held by you as a continuing security to you for the balance owing, the said liability and/or obligation.
6. You are authorized to sell, assign, transfer or otherwise dispose of the Securities without demand for payment or notice or further consent of any person at such times in such manner and generally on any terms and for such consideration as you in your absolute discretion think fit without being under any responsibility to me/us for the price obtained thereby in any of the following events:-
 - a. on default being made in payment for transactions in securities carried out by you for me/us or payment of any sums from time to time due to you under my trading account(s) or any of them;
 - b. on the failure to repay on demand any money obligation or liability due owing or incurred to you by me/us with all interests, charges and expenses (including legal charges or charges of your nominee or agent) in relation to me/us, any of my trading account(s) with you, the Securities or any matter hereunder;

but so that you are under no obligation to sell or otherwise dispose of the Securities and are not liable to me/us for any loss that I/we may sustain as a result of your delay or failure to do so. You are hereby irrevocably authorized to execute and sign any document and to do any such act or thing on my/our behalf.

7. I/We agree that you shall have the right to object to a withdrawal of the whole or any part of the Securities. Notwithstanding the aforesaid, you agree that I/we shall be entitled to sell the Securities at any time provided always that the proceeds thereof shall be subject to the lien created by this Letter and you shall be entitled to retain the same EXCEPT we both agree that I am/we are entitled to collect the proceeds thereof upon you being satisfied that the aggregate net value of the remaining Securities, taken at the price and valuation applicable to Securities held as security, is maintained at all times at a sum equal to the moneys and liabilities from time to time hereby secured including any contingent liabilities, I/we agree that I/we shall if required by you, deposit further Securities, should the value of the Securities fall short of the moneys and liabilities hereby secured.
8. I/We hereby agree to be bound by all the terms and conditions of this letter which shall take effect on the date hereof and that this Authorization shall not derogate any of my obligations to you and shall be in addition to any other security held by you.
9. Indemnity:

I/We undertake to fully and effectively indemnify you and keep you and your related companies indemnified and hold harmless from and against and in respect of all liabilities, losses, costs, charges, expenses (including but not limited to legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by you and/or its related companies directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the above facilities and/or services to me/us, the use of the Online Trading facilities or the breach of these terms and conditions on my/our part or my/our Authorized Persons, or any third party rights, including but not limited to any infringement of intellectual property rights and I/we shall pay and reimburse the same to you on demand at any time or from time to time.

I/We have read and understand the above-mentioned and agree to abide by the same and I/we made this solemn declaration conscientiously believing the same to be true.

Facility Limit Requested (RM): _____

Client's Signature	
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Form of Disclosure By Clients

THIS DECLARATION IS REQUIRED AS PER BMSB RULE 5.15 (8) & (9), YOU ARE REQUIRED TO DISCLOSE WHETHER ANY DEALING IN SECURITIES IN RESPECT OF YOUR TRADING ACCOUNT IS CONDUCTED FOR YOURSELF OR ON BEHALF OF ANOTHER PERSON.

I/ We do solemnly declare that the dealings in securities in respect of my/ our trading account shall be conducted :-

For me as principal

For and on behalf of the party set out below, from whom, through whom or on whose behalf the securities are to be dealt with

PARTICULARS

Name of party concerned : _____

* Company No. /NRIC No /Passport No. : _____

[*Delete where not applicable]

Correspondence / Registered address : _____

* I am at least eighteen (18) years old and am neither insolvent nor an undischarged bankrupt (*For individual only)

I/ We¹ hereby declare that the information given in this application form is true and correct and I/ we have not withheld any material facts or information from Apex Securities Berhad ("ASB"). I/ we further authorise ASB to verify the information given from any source and in such manner as ASB shall deem fit. I/ we further understand that ASB has absolute discretion in accepting or rejecting this application without giving any reason whatsoever.

I/ We declare and agree that this application is subject to ASB approval and ASB are absolutely entitled at ASB sole discretion to reject the application or impose such conditions and/ or restrictions as ASB may deem fit without giving any reasons thereto.

I/We consent to the disclosure by Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to ASB, and to such agents, service providers and sub-contractors of ASB as informed by ASB to Bursa Depository, of information or documents relating to my/our affairs and in particular, relating to my/our¹ securities account. This consent shall be valid until revoked by me/us. I/We release Bursa Depository from any loss or liability arising from or in connection with this authorization except for loss or liability I/we may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.

I/ We hereby expressly agree and authorise ASB to release/ access information pertaining to my/ our account (and/ or any with other depository that maybe thereafter established) to the Dealer's Representative servicing this account. Such authorization shall remain in force until revoked in writing by me/ us¹ and the said revocation is received and acknowledged by ASB.

I/ We have read and understood the following sections in this application form and agree to abide by the same :

Please tick where applicable

<input type="checkbox"/>	Letter of Payment Instruction
<input type="checkbox"/>	Form of Disclosure by Client
<input type="checkbox"/>	Letter of Pledge Securities (For Securitized Trading Account – STA)
<input type="checkbox"/>	Authorization to Set Off, Lien over Securities and Indemnity (For Collateralized Trading Account – CTA)

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

SUBSCRIBED AND SOLEMNLY declared by the account holder:

This day of _____ 20

Signature of Client : _____
(Individual / Corporate) (Authorised Signatory/ ies)
Delete where not applicable

Signature of Witness : _____
(Licensed Dealer's Representative, Authorized Personnel or Management of ASB or a Commissioner for Oaths/ Notary Public)

Name of Client / Company : _____

Name of Witness : _____

NRIC / Passport No / Registration Number : _____

NRIC / Passport No. : _____

Designation : _____

Please affix company stamp / seal (if applicable)
(for Corporate Application only) : _____

Notes :

¹ The word "We", "us", and "our" under this Section refers to Company (the Corporate Client).

DEALER'S REPRESENTATIVE DECLARATION

How long have I known the Applicant : _____ Year Any relationship/introduced by : _____

Margin Facility/Trading Limit Requested : (RM) _____ Contract to average : (YES / NO)

Other information _____

I, the Dealer's Representative servicing this account, propose the above trading limit for the Applicant and accept all responsibilities financial or otherwise, for the Applicant. I declare and agree that the management of ASB have the sole-discretion to request for additional supporting document and I'm obliged to comply with the request. I am fully aware that the Applicant is allowed to utilize his/her Multiple Trading Account(s) should there be any outstanding buy and/or sell incurred in different trading accounts under different Dealer's Representative. In the case where I am the selling's Dealer's Representative, it shall be my responsibility to recover any outstanding in the event there is a short-fall.

Signed by : _____ Name : _____

Trader Code : _____

NRIC No. : _____

Date: _____

For Office Use Only

Business Support Dept.

Existing Client Details

Possess > 1 A/C : YES NO

CDS A/C No.: (Own) _____ - _____ - _____ (Client No. _____ - _____)

(Pledge) Margin _____ - _____ - _____ (Client No. _____ - _____)

(Pledge) Other _____ - _____ - _____ (Client No. _____ - _____)

Current Trading Limit: (Non Margin) _____ (Margin) _____

Please tick type of account: Margin Non-Margin STA _____ CTA _____ others: _____

EBC User : YES NO (IF Yes, EBC ID: _____)

Form Version Acceptable : YES NO (IF No, please request client to furnish a fresh copy)

New NRIC Copy Available : YES NO (IF No, please request client to furnish a copy)

Date Received: _____ Initial: _____ Client Type: _____

Form Completed: YES / NO Foreign Share Trading: YES / NO Grade Code: _____

Margin Letter of Offer Signed: YES / NO Daytrade: YES / NO / N/A INet Disc Code: _____

Supporting Document YES / NO / N/A (if NO, please get approving authority approval) Approved by: _____

Documents Type (if applicable):

INDIVIDUAL:	CORPORATE:
<input type="checkbox"/> NRIC (compulsory)	<input type="checkbox"/> Constitution
<input type="checkbox"/> Form J/EA	<input type="checkbox"/> Notice of Registration
<input type="checkbox"/> Payslip	<input type="checkbox"/> Notice of Registration of New Name
<input type="checkbox"/> Bank Passbook	<input type="checkbox"/> Return of Allotment of Shares
<input type="checkbox"/> Bank Statement	<input type="checkbox"/> Notification of Change in the Register of Directors, Managers and Secretaries
<input type="checkbox"/> Others Broker CDS Statement	<input type="checkbox"/> Notification of Change in the Registered Address
<input type="checkbox"/> Others _____	<input type="checkbox"/> Settlement Instruction
	<input type="checkbox"/> Board Resolution
	<input type="checkbox"/> Others Broker CDS Statement
	<input type="checkbox"/> Financial Statements (Year _____)
	<input type="checkbox"/> Others _____

Online Trading User (EBC User) YES, User ID _____ NO

Despatch Mode By Hand By Post By E-Mail On Website

Task	By (Initial)	Date	Remarks	
Checked By				Confirmation of Letter Sending By (initial): _____ Date: _____ Remark: _____ _____ _____
Data Entry By				
Verified By				

Assessment by Credit Management Dept.

Checked Blacklist File Yes No

Client Annual Income: _____

Paid Up Capital: _____ Shareholder Fund: _____ Counterparty Limit: _____

Checking	Result
<p>CTOS INFO</p> <p><input type="checkbox"/> Legal Action</p> <p><input type="checkbox"/> Directorship / Shareholder</p> <p><input type="checkbox"/> No Record</p>	<p><input type="checkbox"/> Summons; No of Summons: <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/></p> <p><input type="checkbox"/> Company with winding up petition</p> <p>Remarks: _____</p> <p>Number of Directorships: <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/> Remarks: _____</p> <p>Number of Shareholder: <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/></p> <p><input type="checkbox"/> Bankruptcy; No of Bankruptcies: <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/> <input style="width: 30px; border: 1px solid black;" type="text"/></p> <p><input type="checkbox"/> Other Legal Action: _____</p>
<p>Remisier</p> <p><input type="checkbox"/> Suspended</p> <p><input type="checkbox"/> Not Suspended</p>	<p>Good Trading Record: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Working Capital (RM): _____</p> <p>Other Remarks: _____</p> <p>_____</p>
<p>Margin Pledge</p> <p><input type="checkbox"/> Shares</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> Shares and Cash Equivalent</p> <p>_____</p> <p>By: _____</p>	<p><u>Collateral</u></p> <p>Shares Counter Name (Optional): _____</p> <p>Value Before Cap (RM): _____ Value After Cap (RM): _____</p> <p>Cash Amount (RM): _____ ESF: _____</p> <p>Margin Utilisation: _____ % Cumulative Margin Limit Approved to Date: _____</p> <p>Remarks: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Assessment by Credit Management Dept.

Recommendation for Approval	Prohibit Buy: <input type="checkbox"/> Yes <input type="checkbox"/> No Limit Based On: <input type="checkbox"/> Shares <input type="checkbox"/> Cash <input type="checkbox"/> _____% of cash up front Limit / Margin Facility (RM): _____
Vetted By:	Remarks: _____ _____ _____ Date: _____
Approved By:	
Approved By:	Limit Approved (RM): _____ Remarks: _____ _____ _____ Date: _____

Compliance Department

Checked By : _____ Date: _____

Remarks : _____

[This section is intentionally left blank.]