

Instructions to complete this Application Form

1. Please read and understand the terms and conditions applicable to Applicant as posted at <https://www.apextrade.com/> carefully before completing the form.
2. To provide the supporting documents as required, complete all applicable fields on this application form and tick (V) whichever is applicable.
3. Note that usage of correction fluid is not permitted. Any amendments made must be counter-signed by the Applicant.

| | | | | | |
|--|--|--|--|---------------------------------|--|
| Securities | | | | | |
| Type of Account: <input checked="" type="checkbox"/> where applicable | <input type="checkbox"/> Retail | <input type="checkbox"/> CTA _____ | <input type="checkbox"/> STA _____ | <input type="checkbox"/> Margin | <input type="checkbox"/> Discretionary Trading |
| | <input type="checkbox"/> Other (pls. specify: _____) | | | | |
| Type of Facilities: <input checked="" type="checkbox"/> where applicable | <input type="checkbox"/> Online Trading | <input type="checkbox"/> Foreign Trading | <input type="checkbox"/> Discretionary Financing | | |
| Derivatives | | | | | |
| Type of Product: <input checked="" type="checkbox"/> where applicable | <input type="checkbox"/> Local Derivatives | <input type="checkbox"/> Foreign Derivatives | <input type="checkbox"/> Discretionary Trading | | |

1. INVESTOR PARTICULARS

Name of Entity / Company* _____ * as per Company of Business Registration Document

This e-mail address will be registered for electronic contracts & monthly statements

Company Registration No.* _____ E-Mail Address _____

Date of Incorporation _____ TIN No. _____ Tel. No. _____

Country of Incorporation Malaysia _____ Country of Operation Malaysia _____ Town or City of Operation _____ Resident Status Resident Non-Resident

Business Registered Address: as per enclosed Company of Business Registration
 as per Correspondence Address below:

Correspondence Address: _____
(Please state if different from Business Registered Address)

1A. Business Particulars, Investment & Financial Standing

Tick (v) all which are applicable

Nature of Business _____ Year(s) in Business Operations _____

| | | | |
|--|---|---|--|
| Authorised Capital RM _____ As at (Date) _____ | Paid-up Capital RM _____ As at (Date) _____ | Shareholders' Funds RM _____ As at (Date) _____ | Latest Profit & Loss RM _____ As at (Date) _____ |
|--|---|---|--|

Type of Organisation Private Company Public Company Others (Pls. specify: _____)

Source of Funds # Business Income Loan/Refinancing Investment/Div. Income Rental Income Interest Income Others (Pls. state: _____)

Source of Wealth # Business Profit Sale of Real Estate Disposal of Investment Merger/Acquisition Joint Venture/Partnership Others (Pls. state: _____)

Investment Objective # Capital Appreciation Dividend Speculation Hedging Arbitraging Others (Pls. state: _____)

Risk Tolerance Aggressive Moderate Conservative

2. BANK PARTICULARS & PAYMENT STANDING INSTRUCTION

We hereby request all payments arising from our fund withdrawal requests to Apex Securities Berhad shall be credited directly into our designated bank account as specified below:

Bank Name: _____ Bank Account No.: _____

As per enclosed details.

3. INVESTOR DISCLOSURE

- a) Is the Applicant related to any staff/ director/ capital market services representatives licence holder of Apex Securities Berhad? Yes. Name & Relationship: _____ No
- b) Do any of the Applicant's related persons have Trading Account(s) maintained with Apex Securities Berhad? **Related persons: the corporation and the corporation's Related Corporations and Associated Corporations.** Yes. Name of Related Person: _____ No
- Trading A/C No.: _____
- Relationship: _____

c) Has the Applicant previously traded commodity futures / commodity options? Yes. Broker House Previously Engaged: No

Active Inactive

d) Complete the following section (Hedge Information) if this is a Derivatives' Hedge Account (for the purpose of hedging of FCPO).

| Note: This Application Must be accompanied by a Latest Balance Sheet & Income Statement (must not be more than 12 months old). | | |
|--|---|-----------------------------|
| Estimated Hedge Requirement Commodity | Estimated Max. No. of Futures Contracts Required to Protect Commitments | Annual Sales (By Commodity) |
| | | |
| | | |

We hereby confirm to you that all orders which we give to you for the purchase or sale of the above listed futures contracts for our accounts will represent bona fide hedges, against our spot position or commitments. Should we place orders for the purchase or sale of futures contracts which are not hedge transactions, we will advise you to that effect.

e) Political Exposed Person ("PEP")

No Yes. Name and relationship: _____

Country of PEP: _____

Position Held: _____

Political Exposed Person ("PEP"): Are/Were you (i) entrusted with any prominent public function such as head of state or government, senior politicians, senior government officials, judicial or military officials, senior executive of state owned corporations and important political party officials in Malaysia or any other country; or (ii) entrusted with a prominent function by an international organisation which refers to members of senior management e.g. directors, deputy directors and members of the board or equivalent function (PEP) or (iii) having any business relationship with a PEP or a PEP's family member / close associate ^{Note A}?

Note A: Family member – parent, step-parent, spouse, child, adopted/step-child, sibling, adopted/step-sibling and spouse's parent; Close Associate – closely connected to a PEP, either socially or professionally and may include PEP's business partner or associate, extended family member such as relative (biological and non-biological relationship), close friend and financially dependent individual e.g. diver, bodyguard, secretary.

4. FOREIGN CURRENCY SECURITIES TRADING FACILITIES / FOREIGN FUTURES CONTRACT TRADING FACILITIES (DOMESTIC RINGGIT BORROWING)

We are resident of Malaysia and:

We DO NOT HAVE domestic ringgit credit facilities^{Note B} and are thus allowed to convert up to RM50,000,000.00 in aggregate per calendar year for investment in foreign currency assets. We hereby to undertake to inform Apex Securities Bhd ("ASB") immediately should we obtain domestic ringgit facilities or upon request by ASB.

We HAVE domestic ringgit credit facilities and are thus allowed to convert up to RM50,000,000.00 in aggregate for corporation, on a corporate group basis per calendar year for investment in foreign currency assets.

We are non-resident of Malaysia.

Note B: Domestic ringgit credit facilities include any ringgit advance, loan, trade financing, hire purchase, factoring, leasing facilities, redeemable preference shares or similar facility in whatever name or form, **other than / except for** (i) trade credit terms extended by a supplier for all types of goods and services; (ii) forward exchange contracts entered in to with licensed onshore banks; (iii) one personal housing loan and one vehicle loan obtained from residents; (iv) credit card and charge card facilities; and (v) inter company borrowing within a corporate group.

5. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") & COMMON REPORTING STANDARD ("CRS") SELF-CERTIFICATION

a) Tax Residency Status:

Malaysia Tax Resident Multiple Tax Resident Non-Malaysian Tax Resident

| Country of Tax Residence | Tax Identification Number (TIN) | Reason (A, B or C), if TIN or equivalent unavailable |
|--------------------------|---------------------------------|--|
| | | |

Reason A - Country does not issue TIN to its residents.

Reason B - No tax obligation (i.e. TIN application in progress, not required to register tax file, housewife / househusband, retiree, student, others).

Reason C - No TIN is required (note: only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed).

b) Disclosure under CRS requirement: Are you a Controlling Person (and holding directorship) of more than 25% shareholding?

No

Yes. Pls. enter the legally registered Name of Entity: _____ Percentage of Shareholding: _____%

c) We understand the FATCA requirements and declare that we are a/an:

Not a FATCA registered Foreign Financial Institution (NFFI).

FATCA registered Foreign Financial Institution (FFI). Global Intermediary Identification Number (GIIN): _____

d) If you are not the Account Holder please indicate the Capacity ^{Note D} in which you are signing the Form (for example "Authorised Officer"). If signing under a power of attorney please also attached a certified copy of the power of attorney.

Capacity ^{Note D}:

| |
|--|
| |
|--|

[Note D: The word "Capacity" refers to your designation / position (e.g. secretary / lawyer / etc.) or your relationship (e.g. wife / brother / etc.) with the Account Holder].

6. FOR SECURITIES TRADING ONLY – FORM OF DISCLOSURE BY CLIENT

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

For us 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 Registration No.: _____

Correspondence / Registered address: _____

7. DECLARATION & AGREEMENT BY APPLICANT

By signing this Application Form, we hereby declare/agree/undertake that:

1. The information given herein, including all documents attached hereto, are true and complete in every respect and do not contain any false or misleading information and we have not wilfully withheld any facts. We shall keep you informed of any change in particulars given in this Application Form.
2. Apex Securities Berhad ("ASB") shall have the right to reject our application at ASB's sole discretion without any reason whatsoever.
3. We confirm that ASB is authorised to verify any information and/or make any checks and/or obtain any information and/or confirmation at any time and from time to time now and/or in the future, with or from any credit reference/reporting agencies, including but not limited to and/or any other agencies and/or from any financial institution and/or any other source(s) that ASB may in its sole discretion deem appropriate and to provide such aforesaid party(s) with the required information requested to enable ASB to ascertain our status and/or any other person, individual, its directors, shareholders, officers, personnel, guarantor, security provider and/or entity related to and/or associated with us as maybe required by ASB for the purpose of the consideration of this application and thereafter if this application is approved, for the purposes of continued maintenance of the our trading account with ASB; and/or recovery of debts due and payable under our trading account; and/or any purpose related to or in connection with our trading account applied for; and/or for any other purpose, that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.
4. We are fully aware of and understand the processes, procedures and risks involved in using the services and executing transactions through the online trading facilities.
5. We are fully aware of and understand and agree to comply with the relevant laws, rules and regulations relating to the services provided by ASB to us under the ASB's General Terms and Conditions for dealing in securities and/or derivatives, declarations, risk and obligations associated with the trading in securities and/or derivatives contracts, and/or supplementary terms and conditions.
6. In consideration of ASB agreeing to this request, we hereby agree that: (i) not to hold ASB responsible for any losses arising thereof and unconditionally indemnify ASB at all times against all claims, losses, liabilities, expenses, and cost whatsoever incurred by ASB in connection with this request herein; (ii) to refund to ASB of any payments inadvertently or erroneously made to us or credited into the above mentioned bank account; (iii) our above request shall remain in force until revoked in writing by us and the said revocation is received and acknowledged by ASB; and (iv) We shall indemnify ASB against any losses, damages, debts, charges, taxes and all other costs and expenses whatsoever incurred, withheld or suffered or which ASB may incur or suffer by reason of or in relation to or arising from or in connection with the provision of services by ASB to us under the ASB's General Terms and Conditions for dealing in securities and/or derivatives, declarations, risk and obligations associated with the trading in securities and/or derivatives contracts, and/or supplementary terms and conditions.
7. We acknowledge and agree that ASB may retain, for the benefit of ASB and without any obligation to account to us, any interest ASB receives from our monies deposited into our trading account (the "Client's Monies"). We further consent to ASB withdrawing the Client's Monies and any interest received on the Client's Monies from the Client's Account, to the extent permitted by applicable laws, including but not limited to paying out such interest. ASB may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by ASB in maintaining the Client's Account, pay any interest received on the Client's Monies to us. We agree and acknowledge that any interest paid by ASB to us may be less than that received by ASB. We duly verify that this is our written direction allowing ASB to do the above.
8. We have read and fully understood the ASB's General Terms and Conditions for dealing in securities and/or derivatives, declarations, risk and obligations associated with the trading in securities and/or derivatives contracts, and/or supplementary terms and conditions as posted at <https://www.apexetrade.com/> (which shall include any amendment, variation, modification, supplement, substitution and replacement made by ASB from time to time), along with this Trading Account Application Form, collectively referred to as "Agreement". We confirm that we shall be bound the terms, conditions and/or requirements in the Agreement or such additional amendments or terms and conditions as may be made, revised or updated from time to time (where applicable).
9. We hereby consent to receive our daily and monthly statements, invoices (which may be incorporated and issued as part of the daily contract/statements), or any other statements or notifications ("statements/notifications") that may be made available to us by ASB in electronic form and to be delivered to our email address as provided in this application form and which as may be updated from time to time in ASB's record. We agree for ASB to adopt an alternative mode of delivery as may be determined by ASB in issuing and delivering the statements/notifications in the event of a system failure.

| | |
|---------|--|
| Initial | |
|---------|--|

7. DECLARATION & AGREEMENT BY APPLICANT – Cont'd

10. We hereby acknowledge that We have accessed, read and agreed to be bound by the Privacy Statement issued by ASB at posted at www.apexequity.com.my.

And We make this solemn declaration and agreement conscientiously believing the same to be true.
 SUBSCRIBED AND SOLEMNLY declared by the account holder:

Authorised Signatories : _____ **Signature of Witness** : _____
(Licensed DR/Remisier/RR/FBR or Authorized Personnel / Management of Apex Securities Bhd or a Commissioner for Oaths / Notary Public)

Name of Company : _____ **Name of Witness** : _____

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

Date : _____

To affix Company's Common Seal / Rubber Stamp:
(Where applicable) _____

8. FOR DEALER'S REPRESENTATIVE ("DR/REMISIER") / REGISTERED REPRESENTATIVE ("RR/FBR") USE

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

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

| Proposed Brokerage for Equities Account | | | |
|---|--|---------------|----------------|
| | Up to RM 100K | Above RM 100K | Min. Brokerage |
| <input type="checkbox"/> As per my default rate | | | |
| Offline | % | % | RM |
| Online | % | % | RM |
| Cash Upfront | % | % | RM |
| Intraday Allowed | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Approved by | | | |

| Proposed Brokerage for Derivatives Account | | | | |
|--|----------------|--------------------|---------------------|------------------|
| Product Type | Position Limit | Intraday (per lot) | Overnight (per lot) | Spread (per lot) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Approved by | | | | |

Other information (if any): _____

Declaration by DR / Remisier / RR / FBR

I, the DR / Remisier / RR / FBR servicing this account, hereby confirm that I have explained to the Applicant and the Applicant has understood the terms and conditions herein, the contents of the Agreement (where applicable), and the risks and obligations associated with the trading in securities and/or derivatives. I confirm that the information given by me above is true and I have not withheld any information which might prejudice this application.

I agree to allow the Applicant to use the online trading facility to effect the transactions and I confirm that the Applicant has the knowledge of the process of entering orders through the online trading facility. I also aware that the Applicant is required to comply with all the terms and conditions accompanying this Trading Account Application Form which ASB may vary from time to time at its absolute discretion.

I hereby give consent to Apex Securities Bhd ("ASB") to process all the particulars given herein with regards to my recommendation for the opening of this trading account by the Applicant, including any subsequent transactions that are related to it, and when necessary, for the consent of PDPA purposes, to disclose the particulars for this or for a purpose directly or indirectly related to this purpose, to its employees, consultants and any third-party service providers.

I (applicable to Remisier or commissioned RR/FBR only) undertake to indemnify ASB against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered or which ASB may incur or suffer in relation to ASB opening this trading account by the Applicant, and the subsequent operation thereof and in connection with the provision of services by ASB to the Applicant.

I further 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.

Signed by: _____ Name: _____

Date: _____ NRIC/ID No. : _____ Trader Code: _____

9. FOR OFFICE USE ONLY

Date Received: _____ Initial: _____ Name: _____

| | |
|-------------------------|----------------|
| Client Trading a/c no.: | Trading Limit: |
| Client CDS a/c no.: | Grouping: |

10. SAMPLE BOARD RESOLUTION FOR OPENING TRADING ACCOUNT

(To be printed on applicant's letterhead)

We hereby certify that the following resolution has been duly passed by the Board of Directors of _____ [Name of Company] at a Meeting on _____ [date] at which a quorum was present and acted throughout in accordance with the constitution of the Company and has been duly passed in accordance with the constitution of the Company and have been duly recorded in the Minutes Book of the Company and that no action has been taken to rescind or amend the said resolution and that the same are now in full force and effect.

IT WAS RESOLVED THAT:

1 A securities account be opened with Apex Securities Berhad in accordance with the General Terms and Conditions as posted at the company website **(only applicable to securities non-margin trading account);**

A margin account be opened with Apex Securities Berhad in accordance with the General Terms and Conditions as posted at the company website **(only applicable to securities margin trading account);**

An account ("the Account") be opened and maintained in the name of the Company with Apex Securities Berhad ("ASB") for the purpose of holding funds relating to any purchases, sales, holdings and other dealings in commodities, commodities futures contracts and option contracts ("futures contract") as the Company may instruct ASB as its agent to effect from time to time on behalf of the Company **(only applicable to derivatives trading account);**

2 Mr/ Ms _____ (I/C No _____), (Designation: _____) be hereby authorised to sign and executes the Trading Account Application Form including all other agreements for and on behalf of the Board of Directors of the Company;

3 Approval be and is hereby given for the application and acceptance of the Margin Facility of RM _____ as approved by Apex Securities Berhad **(only applicable to securities margin trading account);**

4 The following person(s) be empowered to give orders or instructions written and/or verbal to Apex Securities Berhad for all the purchases, sales, and/or other dealing transactions to bind the Company in all such transactions including the authority to effect transfers and that Apex Securities Berhad has no obligation to further inquire on the authority of such person(s).

| NAME | NRIC/PASSPORT NO | DESIGNATION | SPECIMEN SIGNATURE |
|------|------------------|-------------|--------------------|
|------|------------------|-------------|--------------------|

The above persons be empowered with the broadest possible power with respect to the account(s) of the Company and that the Company shall at all times hold Apex Securities Berhad harmless against any and all claims that may arise inter alia by reason of Apex Securities Berhad following any instructions and/or orders and/or directions that may be given by any of the above persons.

5 The following person(s) be hereby authorised to execute all documents pertaining thereto including authority to give instruction(s) to Apex Securities Berhad to open sub-account(s) and the corresponding Central Depository System (CDS) account(s) in the name of Apex Nominees (Asing/ Tempatan) Sdn. Bhd. Further resolved that authority be given for the affixation of the Common Seal (if any) on all relevant documents in accordance with the Company's Constitution (M & A) **(only applicable to securities non-margin trading account);**

| NAME | NRIC/PASSPORT NO | DESIGNATION | SPECIMEN SIGNATURE |
|------|------------------|-------------|--------------------|
|------|------------------|-------------|--------------------|

The following person(s) be hereby authorised to execute the Letter of Offer for the margin facility including the authority to increase margin facility limit and to execute all documents pertaining thereto. Further resolved that authority be given for the affixation of the Common Seal (if any) on all relevant documents in accordance with the Company's Constitution (M & A) **(only applicable to securities margin trading account).**

| NAME | NRIC/PASSPORT NO | DESIGNATION | SPECIMEN SIGNATURE |
|------|------------------|-------------|--------------------|
|------|------------------|-------------|--------------------|

6 The company is also aware and acknowledged that the Designated Representative is also receiving or authorised/appointed to give orders/instructions to the said broker from the companies /subsidiaries from the Group of Companies **(only applicable to derivatives trading account).**

7 Notices, ASB statements and demands on the Company by or in connection with the Company's account(s) may be delivered verbally, or in writing via electronic means (email, or WhatsApp, or messenger, or etc.) through the following mobile number or email address to any of the above designated persons as agents of the Company and the Company is deemed to have receipt of the same, whether it is within or without the connectivity or coverage **(only applicable to derivatives trading account);**

MOBILE NUMBER OR EMAIL ADDRESS (EITHER ONE)

8 The inclusion of a mailing address that differs from the registered address of the Company and Apex Securities Berhad is hereby authorised to forward all documents to such address. **(Notes: To Be Included Only If Mailing Address Differs From The Registered Address)**

9 A Company enacted under Companies Act 2016 / A Company enacted under the previous written law of Companies Act 1965. **(Notes: Delete where not applicable. To provide a copy of the Constitution, M&A, or EGM's Resolution with new Constitution (where applicable). (For any company enacted under the Companies Act 2016 which do not have a Constitution, it shall be deemed that the company's Constitution is in line and complies with the provisions of the Companies Act 2016. As such no copies of the Constitution need be provided as it is not applicable)**

10 Approval be and is hereby given for the application and acceptance of electronic shares trading facilities and e-statement services as offered by Apex Securities Berhad.

11 That the following sole person (authorised person) be and is hereby authorised to access the services and to submit orders via electronic facility on behalf of the Company and change/update the e-mail address below if required.

| NAME | NRIC/PASSPORT NO | DESIGNATION | SPECIMEN SIGNATURE | E-MAIL ADDRESS |
|------|------------------|-------------|--------------------|----------------|
|------|------------------|-------------|--------------------|----------------|

CERTIFIED TRUE COPY

Signature of Director
Name of Director
Date

Signature of Secretary
Name of Secretary

11. IMPORTANT DOCUMENTS REQUIRED

Supporting Documents required to be submitted by Applicant:

1. The completed Application Form must be returned with certified true copies of the following supporting documents:

| TYPE OF APPLICANT | DOCUMENTS TO BE SUBMITTED |
|--|--|
| Company Incorporated under Companies Act 2016 | <ul style="list-style-type: none"> a. Certificate of Incorporation or Notice of Registration. b. Memorandum and Articles of Association or Constitution (if applicable). (Where the company does not have a Constitution, a written confirmation duly signed by a director that the company does not have a Constitution). c. Board Resolution. d. NRIC / Passport of the Directors and Authorised Persons, as per Board Resolution and Shareholders with equity interest of more than 25% (both sides). e. Return giving particulars and changes in Directors, Managers and Secretaries. f. Forms of Allotment of Shares. g. Notice of Situation of Registered Office and of Office Hours and Particulars of Changes. h. Latest Audited Accounts / Financial Statements for the preceding 2 years. i. Any other documents that may be required by ASB from time to time. |
| Society Registered under the Societies Act 1966 or Co-Operative Societies Act 1993 | <ul style="list-style-type: none"> a. Certificate of Registration. b. Constitution / By-Laws of the Society. c. Board / Committee Resolution. d. NRIC / Passport of the Authorised Persons as per Board / Committee Resolution (both sides). e. Latest Audited Accounts / Financial Statements for the preceding 2 years. f. Any other documents that may be required by ASB from time to time. |
| Corporation Incorporated by an Act of Parliament or State Enactment | <ul style="list-style-type: none"> a. Copy of the Act / Enactment incorporating the said corporation. b. Board / Committee Resolution. c. NRIC / Passport of the Authorised Persons as per Board / Committee Resolution (both sides). d. Any other documents that may be required by ASB from time to time. |

2. The Board/Committee's Resolution must state:
- a. authorisation to open a trading account with ASB;
 - b. authorisation to deal in the products offered by ASB; and
 - c. name, designation, NRIC/Passport number and specimen signature of persons authorised to operate the account including transactions that they may execute.
3. The applicant is also required to complete the Form W-8BEN-E. For US citizen / where applicable, please submit Form W-9.
4. Applicant residing outside Malaysia is required to arrange for a Notary Public, or in countries that do not have Notary Public, advocates and solicitors or officers authorised by a licensed derivatives broking Company with a recognised derivatives exchange; or authorised officer of a Malaysian Embassy or High Commission Consulate to authenticate the Account Application Form and the photocopy of supporting documents. Definition of Resident:

| Resident | Non-Resident |
|---|---|
| <ul style="list-style-type: none"> (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. | <ul style="list-style-type: none"> (a) any person other than a resident; (b) an overseas branch, a subsidiary, regional office, sales office or representative office of a resident company; or (c) Embassies, Consulates, High Commissions, supranational or international organizations. |

[This section intentionally left blank]