



Please tick where applicable

| | |
|---|---|
| Application : <input type="checkbox"/> HQ <input type="checkbox"/> Branch _____ Type of Applicant : <input type="checkbox"/> Individual <input type="checkbox"/> Corporate | FOR OFFICE USE CDS No.: 079 – 00 <input type="checkbox"/> – <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Client Status : <input type="checkbox"/> New Client <input type="checkbox"/> Existing Client |
|---|---|

Client Name: _____ Client Code: _____

Type of Account: STA _____ CTA _____ Others (if any): _____

Terms & Conditions of Discretionary Financing Account (DFA)

- Discretionary Financing Account (“DFA”) is a type of financing account that allows a buying client to effect payment of its outstanding purchase position for an On-Market Transaction between T+3 and T+7. Only a DF Account Holder approved by Apex Securities Berhad (“ASB”) is allowed to effect settlement of the outstanding purchase position in DF.
- Rules of Bursa Malaysia requires the terms and conditions for the opening and operation of a DFA to be in writing and consented to by the client. A DF Account Holder shall be deemed to consent that any outstanding purchase position in DFA which is not due per Fix Delivery and Settlement System (“FDSS”) imposed by Bursa Malaysia, shall be deemed to be due in DF per terms and conditions stated in this Application for DFA form and the due date therefore shall be T+7.
- For any outstanding purchase position due per FDSS imposed by Bursa Malaysia, the terms and conditions on FDSS in ASB Securities Trading Account Opening Application Form shall apply. For any outstanding purchase position due in DF basis, the terms and conditions in ASB Securities Trading Account Opening Application Form and this Application for DFA form shall apply.
- ASB will charge a DF Account Holder a fee for providing DF (“DF Fees”). A 0.5% of DF Fees shall be charged and debited in DFA based on net value of outstanding purchase position after day-end of T+2. A retail’s default interest rate announced by ASB from time to time shall be imposed and accrued on unsettled DF Fees on T+3 night onwards if the DF Fees is not settled on/before day-end of T+3. ASB reserves the right to revise the current rate of DF Fees from time to time, when required.
- Any outstanding purchase position due in DF basis will be subjected to a contra interest at retail’s default rate announced by ASB from time to time calculated based on formula “buy due date to sell due date”, or subjected to a late settlement interest at retail’s default rate announced by ASB from time to time calculated from T+3 onwards until the date of outstanding purchase position has been disposed.
- A DF Account Holder who utilises the DF must effect settlement of the outstanding purchase position of an On-Market Transaction not later than 12.30 p.m. on T+7. Any outstanding purchase position transacted in Direct and Married Deal, settlement due date per FDSS imposed by Bursa Malaysia shall apply.
- Where a DF Account Holder fails to effect settlement after 12.30 p.m. on T+7, ASB will institute a selling-out at any time after 12.30 p.m. on T+7 without giving notice to the client. Any charges, losses, costs, expenses or accrued interest from a force-selling shall be reimbursed by the client.
- ASB is authorised to sell all or any paid or unpaid shares to settle any losses or outstandings by client or any default in the DFA whether due or not due, and reserves the right to withhold payment of contra gains if there is any unsettled purchase contract or contra losses, as well as to reserves the right to utilise any of the contra gains to settle any outstanding contra losses and accrued interest thereon.
- A DF Account Holder who utilises the DFA will be subjected to a suspension or release of suspension in accordance to the criteria as outlined in ASB policies and procedures on the securities products as offered by ASB, where relevant, the Securitised Trading Account (STA), Collateralised Trading Account (CTA), or any other product(s) which may be established thereafter as defined by ASB.
- Client shall at all times comply with the requirement on DF as imposed by Bursa Malaysia and continue to be bound by the terms and conditions as stated herein as well as any conditions which may be imposed and/or revised by ASB from time to time without prior notice to client.

| | |
|-------------------------|--|
| Client’s Initial | |
|-------------------------|--|

Declaration by Client

* 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 authorisation 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 authorisation shall remain in force until revoked in writing by me/ us¹ and the said revocation is received and acknowledged by ASB.

I/ We hereby undertake to fully and effectively indemnify ASB and keep ASB and its 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, incurred or sustained by ASB and/or its related companies directly or indirectly from or by reason(s) of, in relation to or arising from or in connection with the provision of the DFA given to me/ us.

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"/> | Terms & Conditions of Discretionary Financing Account (DFA) |
| <input type="checkbox"/> | Declaration by Client |

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

Name of Client / Company: _____

NRIC / Passport No /
Registration Number : _____

Designation : _____

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

Name of Witness : _____

NRIC / Passport No. : _____

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).

Declaration by Dealer's Representative

I, the Dealer's Representative servicing this account, accept all responsibilities financial or otherwise, for the Client. I further acknowledged that this application for DFA forms part of the contract and terms and conditions per trading account opening application form that must be adhered with as well as to comply with ASB's internal policies and procedures including rules of Bursa Malaysia pertaining to DF. I declare and agree that the management of Apex Securities Berhad have the sole-discretion to request for additional supporting document and I'm obliged to comply to the request.

Signature: _____

Name: _____

Date: _____

Trader Code: _____

APPROVAL FOR DISCRETIONARY FINANCING ACCOUNT

For Office Use Only

Credit Management Dept.

Checked Blacklist File: Yes No Client Annual Income: _____

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

| Checking | Result |
|---|--|
| CTOS Info <input type="checkbox"/> Legal Action <input type="checkbox"/> Directorship/ Shareholder <input type="checkbox"/> No Record | <input type="checkbox"/> Summons; No of Summons: <input type="text"/> <input type="text"/> <input type="text"/> <input type="checkbox"/> Company with winding up petition Remarks: _____ Number of Directorships: <input type="text"/> <input type="text"/> <input type="text"/> Number of Shareholder: <input type="text"/> <input type="text"/> <input type="text"/> <input type="checkbox"/> Bankruptcy; No of Bankruptcy: <input type="text"/> <input type="text"/> <input type="text"/> <input type="checkbox"/> Other Legal Action: _____ Remarks: _____ |
| Remisier <input type="checkbox"/> Suspended <input type="checkbox"/> Not Suspended | Good Trading Record: <input type="checkbox"/> Yes <input type="checkbox"/> No Working Capital (RM): _____ Other Remarks: _____ _____ _____ |
| Recommendation for Approval | 1. Prohibit Buy: <input type="checkbox"/> Yes <input type="checkbox"/> No 2. History on Long Overdue or Undeue Settlement: <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Current Realised Losses in Trading Account \geq RM 10K: <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Current Trading Account been Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No 5. Bad Conduct or Record on Past Payment (with losses): <input type="checkbox"/> Yes <input type="checkbox"/> No 6. A Single Counter's Client (< 3 counters in Client shares portfolio): <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vetted by: | Account Product Type: <input type="checkbox"/> CTA _____ <input type="checkbox"/> STA _____ Trading Limit: RM _____ Remarks: _____ _____ _____ Date: _____ |

Discretionary Financing Account Approved By:

| | | |
|--------------------------------|---|---|
| Name: Designation: Date: | (if applicable) Name: Designation: Date: | Remarks: _____ _____ _____ _____ |
|--------------------------------|---|---|

APPROVAL FOR DISCRETIONARY FINANCING ACCOUNT

For Office Use Only

Operations Dept. (after approval)

Date Received: _____ Initial: _____

Data Entry by: _____ Date: _____

Verified by: _____ Date: _____

Effective Date: _____ Remarks: _____

Compliance Dept.

Checked by: _____ Date: _____

Remarks: _____

[This section is intentionally left blank]