

PART IV (B) OF THE AGREEMENT**DECLARATION BY APPLICANT (applicable to Islamic Securities Trading)****1. ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1 The Applicant declares that he/she is over 18 years of age and that he/she is not a bankrupt nor has any pending bankruptcy proceeding against the Applicant and that the Applicant has no criminal or adverse credit records at any time to date. The Applicant further confirms that the Applicant has full authority to enter into this contract and that any deficiency in the Applicant's declaration and/or legal standing shall not absolve the Applicant from any liabilities stated herein.
- 1.2 Any reference to a statutory enactment or provision shall include that enactment or provision and any regulations by-laws and guidelines made or issued in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into between the parties herein and shall include any past statutory enactment or provision or regulation (as from time to time modified or re-enacted) which such enactment or provision or regulation has directly or indirectly replaced.
- 1.3 The Applicant acknowledges and agrees to abide by all terms and conditions imposed by the Bank relating to the services extended to the Applicant herein and/or the Applicant's Account and that the Bank may at any time or from time to time impose or vary such terms and conditions in its sole and absolute discretion including but not limited to terms and conditions which may be imposed pursuant to the requirements of Foreign Account Tax Compliance Act of the United States of America ("FATCA"), Automatic Exchange of Financial Account Information Rules 2016 pursuant to the requirements of Organisation for Economic Co-operation and Development ("OECD") (also known as Common Reporting Standard "CRS") or other rules and regulations as may be imposed upon the Bank ("Terms and Conditions"), without prior or further reference to the Applicant. Upon the imposition or amendment being posted by the Bank on its website and/or the Applicant being notified by other means, notice of the same shall deemed to have been effected at the time when the notice is posted on the Bank's website. Upon the effective date of notice, the new or amended terms and conditions imposed by the Bank shall be deemed binding on the Applicant from the date of notice being effected. The relevant provisions of this Agreement shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.
- 1.4 In the event of any conflict between these Terms and Conditions and any of the supplementary terms and conditions or declaration(s) made by Applicant in the Applicant's application(s) for such other Accounts with the Bank, such supplementary terms and conditions or declaration(s) shall prevail.
- 1.5 The Terms and Conditions shall be binding on the heirs, estate, representatives and/or successors in title of the Applicant and the Bank. The Applicant further undertakes that the Applicant shall not assign the Applicant's rights and liabilities under this Agreement or the Account, to any third party. The Applicant hereby expressly consents to the Bank assigning or transferring any of its rights and obligations under this Agreement or any contract hereunder to any other party, without any reference to the Applicant.
- 1.6 The rights and obligations of the Bank shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being, and similarly the liabilities and/or obligations of the Applicant shall continue to be valid and binding for all purposes whatsoever and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Applicant shall in any way affect the liabilities and/or obligations of the Applicant in relation to any transactions whatsoever, whether past, present or future.
- 1.7 In these terms and conditions, unless there is something in the subject or context that is inconsistent with such construction or unless it is otherwise expressly provided:
- (a) words denoting persons include corporations and vice versa and include their respective heirs, estate, personal representatives, successors in title or permitted assigns;
 - (b) any reference to "securities" includes any securities or rights, monies, benefit, entitlement and property whatsoever which may at any time be accrued to the Applicant, or for which the Applicant is entitled to, under any rights, bonus, distribution or other issue, or dividends, or monies received under or attributable to any such securities;
 - (c) any reference to a "business day" is to a day whereby the Bursa Securities is open for business, where applicable;
 - (d) if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day, which is not a business day, then that period is deemed to expire on the previous business day;
 - (e) words and phrases, definitions of which are given in the CMSA, shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force at the date of this Agreement;
 - (f) any reference to "pay" includes payments made in cash or by way of bank drafts or effected through inter-bank transfers to the account of the payee, giving the payee access to immediately available, freely transferable and cleared funds; and
 - (g) any reference to these terms and conditions or any provisions in these terms and conditions shall include all amendments and modifications made to these terms and conditions from time to time.
- 1.8 Indulgence given by the Bank shall not constitute a waiver of any rights of the Bank. Knowledge or acquiescence by the Bank of, or in, any breach of any of the provisions of this Agreement, or the failure of, or delay by, the Bank to insist on strict compliance with any terms or conditions herein, shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge, acquiescence, failure or delay, the Bank shall remain entitled to exercise its rights and remedies under this Agreement, and at law, and to require strict performance of all of the provisions of this Agreement.
- 1.9 In the event that any one (or more) of the provisions herein is unenforceable for whatever reason, all other provisions herein shall remain valid and unaffected and a provision which is valid and enforceable and achieves to the greatest extent possible the objectives of such illegal, void, invalid or unenforceable provision, will be substituted in its place.

	<p>1.10 Time wherever mentioned shall be of the essence of this Agreement.</p> <p>1.11 The Applicant irrevocably submits to the jurisdiction of the Courts of Malaysia and the terms and conditions herein shall be governed by and construed according to the laws of Malaysia.</p> <p>1.12 The information provided by the Applicant in this application is complete, true and correct in all respects and that the Applicant has not withheld any material fact and information and undertakes to update the Bank of any changes to the information given.</p> <p>1.13 The Applicant further declares that the source of funds for the transaction(s) under the Account is derived from lawful means.</p> <p>1.14 The Applicant declares that the information provided hereunder is not intended to amount to or constitute investment, tax or legal advice by the Bank.</p> <p>1.15 The Applicant agrees to provide additional information or documentary proof as and when required by the Bank. The Applicant also authorises the Bank to obtain any other information from any sources as the Bank may in its sole discretion deem appropriate.</p> <p>1.16 The Applicant has read and understood the terms and conditions and information contained in Part III of the Agreement and accepts and agrees to be bound by them.</p>
2.	APPOINTMENT AND AUTHORISATION
	<p>Authorisation Given to DR & the Bank's Officers</p> <p>2.1 The Applicant hereby appoints and authorises the DR and/or such other DR (and/or other Registered Representatives) who the Applicant's DR deems fit; (as stipulated in Part H of the Account Opening / Updating Application Form), including their assistant, to collect CDS Account documents, cheque and such other documents in relation to the Account, to apply for withdrawal of trust deposit or available funds maintained in the Account and to do such acts on the Applicant's behalf in relation to the Account unless such documents have not been released by the Bank pursuant to Clause 6 below or the act is not permitted by Malaysian laws.</p> <p>2.2 The Applicant hereby authorises and consents to the Bank, its authorised officers and the Applicant's DR to enquire into and have full access to the Applicant's Account and to disclose all or part of the Applicant's stock portfolio to the Applicant's DR or to the authorised officers of the exempt dealers, as the case may be, for the purpose of facilitating the Applicant's sale or purchase of securities transactions contracts. The Applicant hereby confirms that this authorisation shall be valid for an indefinite period (this authorisation shall bind the Applicant's successor-in-title) until revoked by the Applicant in writing and duly acknowledged by the Bank. The Applicant agrees that neither the Bank nor its employees or authorised officers or agents will be responsible for the accuracy, correctness, completeness, timeliness or sequence of the securities balance, nor are they liable for any delays in delivering the securities balance, or any part thereof to the Applicant or the Applicant's DR.</p> <p>2.3 The Applicant understands that this could give rise to risks of the documents and cheques being lost, misappropriated or otherwise mishandled while they are in the custody of the Applicant's DR and/or their assistant.</p> <p>Authorisation of Conducting Reference Checks</p> <p>2.4 The Applicant, whether an individual or entity, unconditionally and irrevocably consents, authorises and confirms that he/she/it hereby authorises the Bank to conduct from time to time and at any time necessary reference checks including but not limited to credit reference/reporting checks with credit reporting agencies and/or reference check agencies (including but not limited to CTOS Data Systems Sdn. Bhd. ("CTOS") and Central Credit Reference Information System ("CCRIS")) on the Applicant, its shareholders, its ultimate beneficial owners, its directors, any security party and the security party's shareholders and directors and/or any other persons as the Bank may deem necessary such as the Applicant's third-party who pays or trades on behalf of the Applicant ("Affected Person") for compliance with the Bank's internal, regulatory or legal requirements and for any other purposes including but not limited to credit evaluation, monitoring, risk evaluation, debt recovery purposes, legal proceedings and such other lawful purposes or required by regulatory authority, without further reference to the Applicant. The Applicant and the Affected Person further irrevocably authorise and consent to CTOS, CCRIS and other credit reporting agencies and/or reference checks agencies conducting credit reference/reporting checks on them, processing and disclosing any of their information to the Bank. The Applicant also consents and authorises the Bank to disclose all information relating to the Applicant and the Applicant's conduct of account(s) to CTOS, CCRIS and to such other credit reporting agencies and/or reference check agencies which may in turn share such information with other subscribers or users of their services.</p> <p>2.5 Where the Bank requires any such processing to be further processed by its holding company, subsidiaries or any processing centre located outside Malaysia, the Applicant hereby gives his/her/its consent to the agencies as mentioned under Clause 2.4 to make such disclosure of the Applicant's credit information to the said holding company, subsidiaries or the processing centre located outside Malaysia.</p> <p>2.6 The Applicant agrees that this consent shall:-</p> <ul style="list-style-type: none"> (a) be on a continuing basis and shall be effective at any time and from time to time; (b) be applicable whether or not such credit reference information is confidential information or in the public domain; (c) irrevocable and unconditional; (d) cover all services / facilities already granted or to be granted by the Bank to the Applicant or any third party / parties in respect of which the Applicant is the security provider; and (e) cover all existing or future accounts of whatsoever nature and description at any branches and offices of the Bank, wherever located.

	<p>Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Counter-Terrorism Financing</p> <p>2.7 The Applicant irrevocably consents to and authorises the Bank to conduct anti-bribery, anti-corruption, anti-money laundering and/or counter-terrorism financing checks (including but not limited to screening against CTOS, sanction database lists) on the Applicant and the Applicant's individuals (including but not limited to its directors, shareholders, authorised signatories, guarantors where their consent has been obtained by the Applicant) (for corporate clients) from time to time when deemed necessary by the Bank and this consent shall cover all products and services granted or to be granted by the Bank to the Applicant.</p> <p>2.8 The Applicant is not and shall not be in violation of the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and Malaysian Anti-Corruption Commission Act 2009 and such other laws, rules, regulations and policies pertaining to anti-money laundering / counter-terrorism financing and anti-corruption or anti bribery ("AML and Anti-Corruption Laws") as may be amended from time to time and the Applicant agrees to forthwith provide any information and documents pertaining to the Applicant to the Bank as may be required for compliance with AML and Anti-Corruption Laws.</p> <p>2.9 The Applicant acknowledges that the Bank adopts a zero tolerance policy against all forms of bribery and corruption and agrees that the Applicant and none of the Applicant's related companies (as defined in the Malaysian Companies Act 2016), their respective directors, officers, employees, representatives, agents or other person associated with or controlled by or acting on behalf of any of them will or has, directly or indirectly, made, offered, agreed, promised, requested and/or authorised any form of improper payments, financial benefits, rewards or any valuable consideration ("Gratifications") to or from any of the Bank's directors, employees or their family members or any parties acting for or representing the Bank (collectively the "Bank's Agents") in exchange for, approving this application, business favours, information, favourable treatment, improper benefits or advantage or as inducement to do or not to do something and shall promptly notify the Bank of any attempt by any parties to solicit or to give any Gratifications or solicit or give any advantage (financial or otherwise) to or from the Bank's Agents.</p> <p>Consent to Bursa Depository</p> <p>2.10 The Applicant agrees and consents to the disclosure by Bursa Depository to the Bank, and to such agents, service providers and sub-contractors of the Bank as informed by the Bank to Bursa Depository, of information or documents relating to the Applicant's affairs and in particular relating to the Applicant's securities account(s). This consent shall be valid until revoked by the Applicant in writing and duly acknowledged by the Bank. The Applicant releases Bursa Depository and the Bank from any loss or liability arising from or in connection with this authorisation, except for loss or liability the Applicant may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository and/or the Bank.</p> <p>Indemnity Arising from Acting In Accordance With the Authorisation</p> <p>2.11 The Applicant shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with the Bank acting in accordance with the Applicant's authorisation. The Applicant further agrees to indemnify the Bank against all actions, claims, demands, damages, costs, charges and expenses which the Bank may sustain, incur and be liable for as a result of or in consequence of or in connection with the Bank acting in accordance with this authorisation, unless the losses and damages are due to the Bank's misconduct (<i>ta'addi</i>), negligence (<i>taqsir</i>), or breach of specified terms (<i>mukhalafah al-shurut</i>).</p> <p>2.12 Notwithstanding this authorisation, the Applicant hereby agrees that the Bank shall have the absolute right and discretion not to act on this authorisation without reference to the Applicant whereupon the Applicant shall absolve the Bank of all liabilities and claims as a result of it exercising such right and discretion.</p>
3.	<p>CONSENT AND AUTHORISATION PURSUANT TO DELIVERY OF CONTRACT NOTES AND OTHER DOCUMENTS THROUGH ELECTRONIC</p>
	<p>3.1 The Applicant hereby consents and authorises the Bank and its authorised officer to issue and deliver contract notes or statements, monthly statements and any documents and any other notices ("said documents") by way of electronic including posting the said documents at the Bank's website portal and sending the said documents to the Applicant through email ("eStatement").</p> <p>3.2 The Applicant hereby confirms that this consent shall be valid for an indefinite period until revoked by the Applicant in writing or via electronic and duly acknowledged by the Bank. The Applicant acknowledges that the Bank may cancel the eStatement service without providing any reasons and/or prior notices to the Applicant.</p> <p>3.3 The Applicant hereby acknowledges, accepts and assumes the risks associated with the transfer of the said documents by way of electronic and/or delivery, including but not limited to delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the Bank's control or anticipation and/ or inherent risks in transmitting the said documents by way of electronic. The Applicant shall not dispute or challenge the validity, enforceability or admissibility of any documents issued and delivered by way of electronic.</p> <p>3.4 In the event of systems failure, the Applicant hereby consents to receive the said documents via post or fax or such other means as the Bank deems fit and appropriate.</p> <p>3.5 The Applicant acknowledges that any said documents delivered by way of electronic shall be deemed to be duly served on the Applicant on the day such communication was made.</p> <p>3.6 Notwithstanding the delivery of the said documents by way of electronic, the Applicant will continue to be bound by the same terms and conditions as if the said documents were delivered to the Applicant in physical form and assume any inherent risks in respect of the delivery of the said documents via electronic such as risks associated with unauthorised access to the Applicant's email account, interrupted access to the Applicant's email account or the Bank's website portal, non-receipt of undelivered email notification by the Bank.</p> <p>3.7 The Applicant agrees to pay a statement fee (which is subjected to revision from time to time) to the Bank for any requests of hardcopy statements.</p>

4.	CONSENT PURSUANT TO SECTION 113 OF THE CAPITAL MARKETS AND SERVICES ACT 2007 (“CMSA”)
	<p>4.1 The Applicant agrees and consents the Bank to withdraw the Applicant’s monies from the Islamic trust account and place and/or invest all or part of same in Islamic deposit and/or Islamic investment accounts with Islamic financial institutions licensed under the Islamic Financial Services Act 2013, in short term Islamic placements, Islamic money markets and/or such other Shariah compliant financial instruments deem fit and proper by the Bank.</p> <p>4.2 The Bank is further liable to secure the full sum of the monies deposited by the Applicant. The Bank may grant hibah (if any) to the Applicant based on the Bank’s sole discretion.</p>
5.	DECLARATION PURSUANT TO THE FOREIGN EXCHANGE POLICY NOTICES (“FEP NOTICES”) ISSUED BY BNM, FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”) AND COMMON REPORTING STANDARD (“CRS”)
	<p>FEP Notices</p> <p>5.1 The Applicant is aware that, for purposes of funding the Applicant’s trading in non-ringgit securities, the Applicant shall at all times comply with the relevant notices on FEP Notices issued by BNM.</p> <p>5.2 Where applicable, the Applicant who is a non-resident acknowledges and shall at all times use the approved modes of payment to make payment to the Bank and shall comply with the relevant FEP Notices.</p> <p>FATCA and CRS</p> <p>(Where applicable) Authorisation and Undertakings:</p> <p>5.3 Under penalties of perjury, the Applicant declares that the Applicant has examined the information contained in the Agreement relating to FATCA and that the information provided is true, correct, reliable and complete.</p> <p>5.4 The Applicant hereby authorises the Bank to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of the Agreement or where applicable, the Form W-9 and to disclose to such tax authorities or such party any additional information that the Bank may have in its possession that is relevant to the Applicant’s qualification for any benefits claimed on the basis of this declaration.</p> <p>5.5 The Applicant hereby acknowledges and agrees that information contained in the Agreement and information regarding income and/or monies paid or credited to or for the benefit of the Applicant’s Account(s) may be reported to the tax authorities of the country in which such income and/or monies arise and that those tax authorities may provide the information to the country or countries in which the Applicant is a resident for tax purposes.</p> <p>5.6 The Applicant hereby authorises the Bank to provide, directly or indirectly, a copy of the Agreement and information regarding income and/or monies paid or credited to or for the benefit of the Applicant’s Account(s) to:</p> <ul style="list-style-type: none"> (i) any person that has control, receipt, or custody of income and/or monies to which the Agreement relates; (ii) any person that can disburse or make payments of income and/or monies to which the Agreement relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes. <p>5.7 The Applicant hereby certifies that the Applicant is the beneficial owner of all the income and/or monies to which the Agreement relates or the Applicant is using the Agreement to document itself as an individual or entity that is an owner of an account or accounts held at the Bank.</p> <p>5.8 The Applicant hereby undertakes to notify the Bank within thirty (30) days of any change in circumstances that affect the tax residency status of the Applicant or cause any declaration in the Agreement to become incorrect or incomplete (including any changes to the information given) and to provide the Bank an updated self-certification form and declaration (in the format prescribed by the Bank) within thirty (30) days of such change in circumstances.</p> <p>5.9 The Applicant hereby irrevocably and unconditionally undertakes to fully indemnify the Bank against all claims, proceedings, liabilities, costs, charges and expenses which the Bank may incur at any time as a consequent of any information supplied and/or omitted to be supplied by the Applicant (including any update of, or supplement to, information already provided) being or being alleged to be misleading and/or deceptive in any respect.</p>
6.	DECLARATION PURSUANT TO THE PRIVACY NOTICE, PERSONAL DATA PROTECTION ACT 2010 (“PDPA”) & CONSENT FOR DISCLOSURE OF APPLICANT’S INFORMATION
	<p>Privacy Notice</p> <p>6.1 The Applicant hereby confirms that the Applicant has read, understood and agreed to be bound by the Bank’s Privacy Notice which governs the processing of the Applicant’s personal information. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated and forms part of the Agreement and the Applicant shall be deemed to have given his/her/its consent for the disclosure of the Applicant’s personal information and/or information related to the Applicant’s Account to and/or by the Bank, regardless whether the Account has been terminated and/or an event of default under the Account has occurred and whether such disclosure is made to the relevant party in or outside of Malaysia.</p> <p>6.2 The Applicant understands that in the course of the Bank’s business operations, the Bank may need to disclose the Applicant’s information to third parties. The Applicant further understands that the Bank has in place measures to protect the Applicant’s information in compliance with the PDPA and the manner of how the Bank uses, processes and discloses the Applicant’s information is outlined in the Bank’s Privacy Notice, a copy of which has been posted to the Applicant and/or is available at the Bank’s website at www.affinwang.com/en/privacy-notice.</p>

	<p>6.3 Whilst the Bank exercises care in disclosing the Applicant's information to third parties, the Bank will not be liable to the Applicant or any third party for wrongful handling or disclosure of the Applicant's information to any other persons.</p> <p>6.4 The Applicant hereby agrees to indemnify and holds harmless the Bank, its directors, agents, DR or any relevant person acting on the Bank's instructions in relation to any alleged or actual loss, claim, damages, and/or demands arising out of or in relation to the disclosure of Applicant's personal information pursuant to this Clause and/or the said Privacy Notice.</p> <p>PDPA Relating to Third Parties' Information</p> <p>6.5 In the event that the Applicant provides the Bank with the personal and financial information relating to any third parties, the Applicant hereby consents, authorises and confirms that he/she/it has duly obtained the third parties' (such as directors, shareholders, ultimate beneficial owners, officers, guarantors, third parties and/or such other relevant persons, including but not limited to such individual of its holding company or subsidiaries) (the "Applicant's Individuals") consent and authority, for the Bank:</p> <ul style="list-style-type: none"> (i) to process the personal information of the Applicant's Individuals; (ii) to be provided information (including personal information of the Applicant's Individuals) as may be reasonably required by the Bank; and (iii) to disclose the Applicant's Individuals' personal information to the classes of parties described in the Bank's Privacy Notice including but not limited to Bursa Malaysia Berhad and its related companies (collectively, "Bursa") (please refer to Bursa's website for Bursa's Personal Data Notice) at the Bank's sole discretion without further reference to the Applicant and/or the Applicant's Individuals. <p>6.6 The Applicant further agrees to undertake the responsibility to promptly inform the Bank in writing should there be any changes to the personal information of the Applicant's Individuals if he/she/it becomes aware of such changes.</p> <p>6.7 Should the aforesaid consent and/or authority be subsequently revoked by any of the Applicant's Individuals, the Applicant agrees that the Bank shall have the discretion to terminate the Agreement in accordance with the terms of the Agreement without recourse by the Applicant against the Bank.</p>
7.	DECLARATION PURSUANT TO THE ONLINE TRADING
	<p>7.1 The Applicant accepts and agrees to be bound by the terms and conditions of the Bank's online trading system for securities trading ("Online Trading") including the terms and conditions appearing on the Bank's website and such additions and amendments made from time to time by the Bank at its sole discretion. Such additions and amendments (if any) shall be notified by the Bank to the Applicant through the Bank's website and the Applicant shall be deemed to have notice of such additions and amendments upon posting of the same by the Bank on its website.</p> <p>7.2 The Applicant agrees to pay such fees, charges, taxes and license fees (if any) which may be imposed by the Bank from time to time in respect of the Bank's Online Trading.</p> <p>7.3 The Applicant acknowledges that the provision to the Applicant of the access to Bank's Online Trading shall not be construed as an offer, invitation or solicitation by the Bank to purchase or sell securities.</p> <p>7.4 The Applicant agrees to make the Applicant's own independent evaluation of the investment merits that is suitable for the Applicant and such information appearing on or provided through Bank's Online Trading not be deemed to be a solicitation of a transaction by the Bank. Any such information is not to be taken as substitution for the exercise of judgment and discretion by the Applicant or as substitution for professional advice.</p> <p>7.5 Whilst the Bank exercises care in the dissemination, transmission or delivery of data, information or message, the Applicant agrees that neither the Bank nor any of its employees or agents guarantees the correctness, accuracy, completeness, timeliness or correct sequencing of any such data, information or messages disseminated, nor are they liable for any delays or errors in the transmission or delivery of data, information or message, or any part thereof.</p>
8.	DECLARATION PURSUANT TO THE CONTRA GUIDELINES
	<p>8.1 The Applicant agrees to abide the contra guidelines issued by the Bank pursuant to Rules of Bursa Securities for settlement of purchase contracts by way of contra against a corresponding sales contract as set out below:</p> <ul style="list-style-type: none"> 8.1.1 Contra settlement of contract is only allowed for purchase and sale contracts of a similar security and for a similar quantity done. 8.1.2 Contra is only allowed for contracts done on a ready basis. 8.1.3 The Bank reserves the right not to accept settlement by way of contra without having to assign any reasons thereto. 8.1.4 Settlement by contra may only be effected not later than contract due date after the contract date (or other settlement due date in line with the settlement cycle prescribed by Bursa Securities) except for subsequent sales to close off a purchase position or pursuant to a selling-out exercise. 8.1.5 Under normal circumstances, the Bank will automatically contra all outstanding purchase positions against any subsequent sales of the same securities. 8.1.6 A contra statement shall be issued to Applicants detailing the buy and sell contracts that have been contra-ed and the balance due, if any.

	<p>8.1.7 The Bank shall settle any contra gains to the Applicant within three (3) business days from the date of contra. Applicants are required to settle contra losses due to the Bank within three (3) business days following the date of such contra.</p> <p>8.1.8 Ta'widh (compensation charges) is charged up to maximum 1% for any default prior to maturity and up to maximum of the daily overnight Islamic Interbank Money Market rate for any default after maturity on the outstanding balance.</p> <p>8.1.9 All contra losses shall be netted off against contra gains and other credit items due from the Bank.</p>
9.	DECLARATION PURSUANT TO THE RISK ASSOCIATED WITH TRADING IN FOREIGN SECURITIES
	<p>9.1 In light of the risks of trading in foreign securities, the Applicant agrees to undertake such transactions only if the Applicant understands the nature of securities and the contracts (and contractual relationship) which the Applicant is entering into and the extent of the Applicant's exposure to risk. The Applicant agrees to carefully consider whether trading in securities is appropriate in the light of the Applicant's experience, objectives, financial resources and other relevant circumstances. If in any doubt, the Applicant agrees to seek professional advice. Different securities involve different levels of risk and in considering whether to trade in securities, the Applicant agrees to be aware of the following points:</p> <p>9.1.1 Price fluctuation The price and value of any investment in securities and the income, if any, from them, can fluctuate and may fall against the Applicant's interest. An individual security may experience downward price movements and may under some circumstances even become valueless. An inherent risk of trading securities is that losses may be incurred, rather than profits made, as a result of buying and selling securities.</p> <p>9.1.2 Suspension or Restriction of Trading Market conditions (illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any security because of price limits or trading halts) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.</p> <p>9.1.3 Warrants A warrant is a time-limited right to subscribe for securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying securities results in a disproportionately large movement, favourable or unfavourable, in the price of the warrant. The prices of warrants can therefore be volatile. It is essential for everyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.</p> <p>9.1.4 Commission and Other Charges The Applicant agrees to obtain a clear explanation of all commissions, fees, and any other charges and understand that these charges may affect the Applicant's net profit (if any) or increase the Applicant's loss. The Applicant agrees that the Applicant will be liable for these charges (as may be amended from time to time).</p> <p>9.1.5 Transactions in Other Jurisdictions Transactions on markets in other jurisdictions may expose the Applicant to additional risks. Such markets may be subjected to rules that may offer different or diminished investor protection. Before entering into such trades, the Applicant agrees that the Applicant must be aware of the rules relevant to the particular transactions. The Bank's local regulatory authority may be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Applicant's transactions have been effected.</p> <p>9.1.6 Currency Risks The potential for profit or loss from transactions on foreign markets or in foreign currency-denominated securities will be affected by fluctuations in foreign currency exchange rates.</p> <p>9.1.7 Trading Facilities and Electronic Trading The Bank's trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and computer systems, the Applicant will be exposed to risks associated with the systems including the failure of hardware and software. The result of any system failure may be that the Applicant's order is either not executed according to instructions or is not executed at all. The Applicant is aware that the Internet is not a completely reliable transmission medium and there may be delays in service provisions.</p> <p>9.1.8 Restricted Trading Days The Applicant's ability to trade in securities may be restricted to days when Bursa Securities and/or approved foreign exchange is open for trading. The Bank may at its absolute discretion (but is not obliged to) increase the trading days from time to time. This means that the Applicant may be unable to trade in securities when Bursa Securities and/or approved foreign exchange is closed for trading notwithstanding that the relevant exchange on which the Applicant wish to trade may be open for trading and that the Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises hereunder. This would increase the risk of loss as the Applicant would not be able to effect transactions on days when Bursa Securities is not open for trading. The price of securities may experience substantial movements on such days when the Applicant is unable to trade in the securities.</p> <p>9.2 The risks disclosed above are not exhaustive and there may be other significant aspects of trading in non-ringgit securities that may not have been disclosed herein.</p>