

CROSS BORDER TRADING FACILITY

Client Name : _____ Client Code : _____

Dealer/Remisier Name : _____ DR Code : _____

TERMS & CONDITIONS FOR INDIVIDUAL CROSS BORDER TRADING FACILITY
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1. I/We wish to trade in Non-Ringgit Securities using the above trading account(s) ("Client's Account(s)") opened with HLIB.
2. In connection with my/our request, I/We hereby undertake and agree at all times to abide by the following terms and conditions:
 - 2.1 the terms and conditions herein contained are in addition and to supplement the terms and Conditions of Trading (the "Original Terms") between me/us with Hong Leong Investment Bank Berhad ("HLIB") and the additional terms and conditions are to be read and construed with the Original Terms currently enforced.
 - 2.2 all transactions by HLIB on my/our behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations ("Rules") of the relevant exchanges on which the non-ringgit securities are listed and its clearing organization on which such transactions are executed or cleared by HLIB or its agents or any of its affiliates for my/our account, to all applicable Rules of governmental/foreign government authorities and self-regulatory organizations and to all applicable laws and regulations promulgated thereunder. Accordingly, HLIB or its agents or any of its affiliates may be required to provide information relating to my/our account. HLIB shall not be liable to me/us as a result of any action taken by HLIB or its agents or any of its affiliates to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, of my/our positions or any other action taken in the event that any exchange declares an emergency.
 - 2.3 that I/We consent to the disclosure by HLIB of information relating to the Client's Account(s) to its parent company, other subsidiaries and associates of its parent company and the regulatory authorities at any time and from time to time inclusive foreign authorities as a result of my/our dealing in securities that are listed and quoted on selected foreign exchanges.
 - 2.4 that I/We shall be bound by any other terms and conditions of agreements executed between HLIB and the foreign counter party(ies) of HLIB in relation to services rendered to facilitate my/our trading in non-ringgit securities. In relation to internet trading facilities, HLIB may, in HLIB's absolute discretion, determine and vary the frequency, manner of use or availability thereof to me/us from time to time.
 - 2.5 HLIB may in absolute discretion determine and vary the available limit based on my/our securities deposited and maintained with HLIB for my/our dealing in non-ringgit securities through conventional means or the internet trading facilities, as the case may be. I/We further agree that HLIB shall have the right at any time to refuse my/our orders or limit the purchases/sales ordered by me/us.
 - 2.6 I/We undertake to pay HLIB all charges that may be imposed by HLIB or other charges imposed by any Exchange or clearing organization; any taxes imposed by any competent authority on any account opened or transaction effected for me/us; any forex exchange gain/ loss and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or wilful misconduct of HLIB.
 - 2.7 I/We understand and acknowledge that any trading recommendations and market or other information communicated to me/us by HLIB are incidental to the provision of services by HLIB to me/us under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Malaysia Securities Berhad or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by HLIB to be reliable, may be incomplete, may not have been verified and may be changed without notice to me/us. HLIB makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to me/us or as the tax consequences of my/our transactions.
 - 2.8 I/We shall indemnify HLIB and keep HLIB indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by HLIB directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the Client's Account(s) for trading in non-ringgit securities or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.
3. I/We acknowledge and understand that, for purposes of investing in non-ringgit securities :-
 - 3.1 a Malaysian resident individual with domestic ringgit credit facilities (as defined under the Exchange Control Notices of Bank Negara Malaysia) is allowed to convert ringgit into foreign currency up to RM1,000,000 per calendar year.
 - 3.2 a Malaysian resident corporate with domestic ringgit credit facilities is allowed to convert ringgit into foreign currency up to RM50,000,000 equivalent in aggregate per calendar year, on a corporate group basis.
4. I/We further acknowledge that reliance will be placed by HLIB on the declaration of my/our compliance of the condition stated in clause 3 above (if applicable) as a basis in taking instructions from me/us to invest in non-ringgit securities.
5. I/We hereby agree that HLIB has the sole and absolute rights to terminate the Client's Account(s) in the event of any failures by me/us to observe any of the terms & conditions.

Signature :

For Office use :

Update by: _____ Date: _____ Checked by: _____ Date: _____ Approved by: _____ Date: _____

