

## HLeBroking – Special Margin Financing Promotion (“Promotion”)

**Promotion Period:** 15<sup>th</sup> August 2019 until 30<sup>th</sup> June 2020 (both dates inclusive)

### **Eligibility:**

Participation in this Promotion shall be by invitation\* only. Invitations to participate shall be restricted to selected individual customers (new and existing customers) of Hong Leong Investment Bank Berhad (“HLIB”) who do not have a margin facility account with HLIB (“Margin Account”) and who successfully open a Margin Account with HLIB during the Promotion Period (“Eligible Customer”).

\* *There is no automatic eligibility for participation in this Promotion. Invitations to participate in this Promotion will be sent to the Eligible Customer’s email address as per HLIB’s records. HLIB reserves the right to include or exclude any customer for this Promotion. Fulfilment of the criteria set out above is an indication only, and not a guarantee of eligibility. Final eligibility shall be determined entirely at HLIB’s discretion.*

### **SPECIAL TERMS FOR THE PROMOTION**

Subject to the LO Terms (as defined below) and the terms and conditions contained herein, Eligible Customers may enjoy the following:-

1.	Facility Limit	Subject to management approval and credit assessment, a minimum of Ringgit Malaysia One Hundred Thousand (RM100,000) and maximum of Ringgit Malaysia Five Million (RM5,000,000) per Eligible Customer.
2.	Margin of Financing	Up to 60% based on the outstanding debit balance over the value of equity (based on HLIB’s internal price-capped values <sup>#</sup> )
3.	Interest Rate <sup>##</sup>	ECOF <sup>**</sup> + 0.40% = 4.10%

<sup>#</sup> *HLIB reserves the right to adjust your margin ratio/equity ratio in which case your prevailing portfolio composition and/or any single counter composition risk shall (amongst other things) be taken into consideration when deciding on any adjustment. You shall monitor your portfolio from time to time to ensure you avoid any over concentration in a single counter. You understand that notwithstanding the margin ratio/equity ratio assigned to you, HLIB’s right to institute a margin call will be enforced should you exceed your allowed margin ratio by more than 5%.*

<sup>##</sup> *The interest rate applicable is subject to review at the end of the Promotion Period.*

<sup>\*\*</sup> **HLIB’s ECOF is currently 3.70% and is subject to change from time to time.**  
*ECOF is defined as, in relation to any interest period in respect of an outstanding amount and/or overdue sum, the aggregate of the cost to HLIB of obtaining funds in the interbank market or deposits in Ringgit Malaysia (in amounts comparable to such outstanding sum and/or overdue sum) for the relevant interest period plus the cost (as conclusively determined by HLIB) to HLIB of, occasioned by or attributable to complying with any reserve, liquidity, capital adequacy, capital allocation, special deposit and/or other requirements imposed from time to time by Bank Negara Malaysia or any other authority having jurisdiction over HLIB. The ECOF rate is subject to change from time to time without prior notice.*

## **General Terms**

1. By submitting an application for a Margin Account under the terms and conditions of this Promotion during the Promotion Period, the Eligible Customer agrees:-
  - (i) to be bound by all the terms and conditions herein contained;
  - (ii) to be bound by the LO Terms (as defined below); and
  - (ii) that HLIB's decision on all matters relating to eligibility or the Promotion shall be final, conclusive and binding and no further correspondence and/or appeal to dispute HLIB's decision shall be entertained.
2. HLIB reserves the right to suspend, disqualify or exclude any person from participating or continuing to participate in the Promotion in the event such person is under Default Status. A person shall be deemed as under Default Status if :- (i) such person is in breach of the terms and conditions of the Promotion or the terms and conditions of the Margin Account; (ii) such person's Margin Account is suspended, cancelled or terminated ; and/or (iii) HLIB in its absolute discretion deems fit. HLIB may at its sole discretion allow such Eligible Customer to:- (a) continue his/her participation in the Promotion if his/her status is rectified and no longer under Default Status, (i.e., it is rectified/regularised to HLIB's satisfaction, no longer in breach of the terms and conditions herein and/or where applicable, the suspension of their Margin Account is lifted); and/or (b) maintain the Margin Account as a normal non-Promotion account without the special terms offered under the Promotion.
3. HLIB reserves the right to discontinue, suspend or terminate this Promotion at any time at its sole discretion with notification to the Eligible Customer in any manner deemed practical at its discretion. The Eligible Customer shall not be entitled to claim any compensation from or against HLIB for any loss or damage suffered as a result of any such discontinuation suspension or termination. In the event HLIB discontinues, suspends or terminates the Promotion prior to the expiry date of the Promotion, HLIB will notify the Eligible Customer as soon as practicable of the discontinuation, suspension or termination and the terms, if any, thereof.
4. Acting reasonably, HLIB reserves the right, at any time, and without notice, to add, delete and/or vary the terms and conditions of the Promotion, including but not limited to, as follows:- (a) varying the eligibility requirements for the Promotion; (b) varying or imposing any applicable fees; (c) varying any other term or offer and/or withdrawing or substituting the term or offer.
5. If HLIB makes changes to these terms and conditions, HLIB will, on a best efforts basis, provide the Eligible Customer with prior notice. If it is not reasonably possible to provide the Eligible Customer with prior notice for any changes (for example if regulatory requirements require HLIB to make changes immediately), HLIB will notify the Eligible Customer as soon as reasonably possible thereafter. Variations shall be communicated by e-mail or in any other manner deemed practical.

If the Eligible Customer is not satisfied with any change or variation to the Promotion or for any other reason the Eligible Customer wishes to withdraw from the Promotion, the Eligible Customer may terminate his/her Margin Account or participation in the Promotion immediately by giving HLIB notice to that effect in writing, or by contacting HLIB Helpdesk Centre (contact details listed below). The Eligible Customer understands and accepts that such withdrawal or termination may result in consequential changes including the loss of any special terms or offer offered under the Promotion and that HLIB shall not be liable for any loss arising from the Eligible Customer's termination of his/her Margin Account.

6. To the extent not prohibited by law, and even if HLIB has been advised of the possibility of loss or damage in advance, HLIB (i) makes no express or implied warranty or representation in connection with the Promotion and continuance of the Promotion; (ii) is not liable for any loss the Eligible Customer suffers (including consequential loss) arising in connection with the Promotion; and (iii) shall not be liable for any loss the Eligible Customer suffers (including consequential loss) in connection with HLIB's negligence or our breaching a term, warranty or condition in relation to this Promotion. If HLIB is liable for a breach of these terms and conditions, then, to the extent not prohibited by law, our liability will exclude any indirect or consequential loss the Eligible Customer may suffer.
7. This Promotion shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customer agrees to submit to the jurisdiction of the Courts of Malaysia.
8. These terms and conditions shall be read together with the letter of offer for the Margin Account and all related documentation (including supplemental letters or agreements, notices, variations and any other document issued in connection with the Margin Account from time to time thereto) ("LO Terms"). In the event of any inconsistency between the terms and conditions herein and the LO Terms, the terms and conditions herein shall prevail only to the extent of such inconsistency.
9. Nothing contained in these terms and conditions nor shall any part of the Promotion be construed as an offer, recommendation or solicitation to buy or sell any securities. The Eligible Customer is advised to make his/her own independent assessment and consult his/her professional advisers prior to making any trade or investment.

For more information, you may contact our HLIB Helpdesk Centre at 03 - 2080 8777 or email us at [Helpdesk@hlib.hongleong.com.my](mailto:Helpdesk@hlib.hongleong.com.my).