



**ISLAMIC SECURITIES TRADING
APPLICATION FORM FOR INDIVIDUAL**

Version No: V.1.2009.11.02 for ISB

To be completed by AmInvestment Bank Berhad	
Client Name	
Account Qualifier	
CDS Account Number	0 8 6 - 0 0 -
Client Code	
CMSRL Holder Code/Name	
BBB Code	
DECLARATION BY CAPITAL MARKETS SERVICES REPRESENTATIVE'S LICENCE ("CMSRL") HOLDER/AUTHORISED OFFICER OF AMBANK GROUP	
Tick (✓) where applicable	
<input type="checkbox"/> Recommended and/or serviced by Salaried CMSRL Holder <input type="checkbox"/> Recommended and/or serviced by Commissioned CMSRL Holder <input type="checkbox"/> Recommended by AmBank Group. Company Name: _____ The Directors, AmInvestment Bank Berhad (the 'Company') I hereby request that you accept the abovenamed applicant as a client of the Company and a client of the Custodian. As a CMSRL Holder, an authorised officer of the AmBank Group, I hereby confirm the existence of the applicant and declare that the particulars given herein by the abovenamed applicant is true, complete and correct to the best of my knowledge. _____ Signature of CMSRL Holder/Authorised Officer (s) Date of AmBank Group (Delete whichever inapplicable) In addition to the above, as a Commissioned CMSRL Holder, I shall be responsible for making good any liabilities, debts and losses incurred by the abovenamed applicant and shall hereby indemnify the Company for any and all liabilities, debts and losses incurred by the said applicant including professional fees/solicitors' cost. Name : _____ CMSRL Holder Code/Employee ID _____ Recommended Initial Trading Limit RM: _____	For Office Use _____ Processed/ Checked By: _____ Signature Name Date _____ Account Approved By: _____ Signature Name Date

B. DECLARATION BY APPLICANT

1. DECLARATION PURSUANT TO TERMS AND CONDITIONS FOR ISLAMIC SECURITIES TRADING

- (a) I declare that I have attained the age of eighteen (18) years and all particulars and information furnished by me in this Islamic Securities Trading Application Form ("**Application Form**") are true and correct and I have not withheld any material fact or information from AmlInvestment Bank Berhad ("the **Company**") and / or the AMSEC Nominees (Tempatan) Sdn Bhd/ AMSEC Nominees (Asing) Sdn Bhd ("the **Custodian**").
- (b) I declare that I am not in the employment of another Participating Organisation of the Bursa Malaysia Securities Berhad ("**Bursa Securities**");
- (c) I declare that I have not been adjudicated or declared a bankrupt and have not committed an act of bankruptcy and have no knowledge of any bankruptcy petition presented against me in any court of competent jurisdiction and I have not been listed as a defaulter by Bursa Securities or Bursa Malaysia Derivatives Berhad;

Upon the occurrence of any of the events rendering the above declaration in Clauses B 1(a), (b) and (c) becoming inaccurate or untrue, I agree and undertake to immediately cease trading and cease utilizing the services of the Company and the Custodian and shall forthwith notify the Company and the Custodian in writing of the occurrence of such event(s). Without prejudice to the aforementioned, upon the Company and / or the Custodian having knowledge of the occurrence of any of the such events, the Company shall have the right and discretion to immediately cease my trading and the Company and / or the Custodian shall have the right to cease the provision of all its/their services or any part thereof. However, all orders carried out for me under any of the Client's Securities Account(s) (hereinafter defined) and all orders, instructions and communications carried out by the Custodian and / or the Company prior to the aforesaid cessation shall be valid and enforceable against me.

- (d) I understand and acknowledge that the Company and / or the Custodian do not provide any investment advice, suggestions or recommendations;
- (e) I understand that my application to open any account and any other services and facilities are subject to the Company's approval and / or the Custodian's approval as the case may be and the Company and / or the Custodian is absolutely entitled at it/their respective discretion to reject my application or impose such conditions and/or restrictions as it / they may deem fit without giving any reasons thereof.
- (f) I undertake to furnish the Company and / or the Custodian with such additional particulars, information and declaration as the Company and / or the Custodian may require at any time and from time to time. I further undertake to promptly notify the Company and / or the Custodian should there be any changes to the particulars, information or the declaration given to the Company and / or the Custodian as the case may be.

I also authorise the Company and / or the Custodian to verify the particulars and information provided from any source and in such manner as it/they shall deem fit.

I consent to the Company and / or Custodian to conduct any check on the credit standing / financial status with any person or institution that it/ they may deem necessary at any point of time.

- (g) I enclose herewith one (1) copy of my New NRIC/Passport/Authority Card duly certified as the true copy.

2. DECLARATION PURSUANT TO RULE 404.3(7)(a) OF THE BURSA MALAYSIA SECURITIES BERHAD

I hereby declare that the dealings in securities in respect of all my account(s) shall be carried out for me as principal.

3. DECLARATION PURSUANT TO BANK NEGARA'S FOREIGN EXCHANGE ADMINISTRATION POLICY (BNM'S FEA POLICY)

I hereby acknowledge that I have read and understood the Exchange Control Act 1953 and / or Bank Negara Malaysia's Foreign Exchange Administration (**BNM's FEA**) Policy and shall abide by the provisions at all material time.

C. ACKNOWLEDGEMENT RECEIPT OF THE AGREEMENT

I hereby acknowledge receipt of the Terms and Conditions for Islamic Securities Trading (Version No:V.1.2009.11.02 for ISB) and declare that I have read and I fully understood the contents therein (which shall include variations, amendments, modifications, supplements, substitution and replacement made from time to time) read together with this Application Form, collectively referred to as "Agreement". I confirm that I shall be bound by the terms of the Agreement.

I MAKE THIS SOLEMN DECLARATION OF MATTERS AS STATED ABOVE CONSCIENTIOUSLY BELIEVING THE SAME TO BE TRUE.

SUBSCRIBED AND SOLEMNLY)
Declared by the applicant)
This day of 20) _____
Signature of Applicant

Before me (*See note below*),

Name of Witness* : _____)
New NRIC/Passport No : _____)
Profession/Designation : _____)
Address : _____) _____
: _____) Signature of Witness*

(Official Stamp/Seal)

Note*:

Insert name, NRIC/Passport no., profession/designation and address of the witness who must be an Authorised Officer of AmlInvestment Bank Berhad or AmBank Group or AmlInvestment Bank Berhad's Commissioned Capital Markets Services Representative's Licence Holder or AmlInvestment Bank Berhad's Salaried Capital Markets Services Representative's Licence Holder or a Notary Public or the Officer(s) of the Malaysian Embassy or High Commission/Consulate of the jurisdiction where the form is signed.

**D. MEMORANDUM OF DEPOSIT OF SECURITIES
(Applicable for Collateralised Securities Trading Applicant Only)
(This Memorandum of Deposit of Securities shall be in accordance with the Shariah principle of Rahn (pledge)).**

I, the applicant hereby pledge all Securities ("Securities"), which shall have the meaning assigned to it under the Capital Markets and Services Act, 2007 ("CMSA") and shall be Shariah-compliant securities traded on the Bursa Malaysia Securities Berhad or any Malaysian stock exchange designated by Bursa Securities], which are acceptable to you and which may be held from time to time, in my trading account(s) which have been fully paid and/or in any of my account(s) (including the securities account defined by the Security Industry (Central Depository) Act, 1991) held with you directly or through your nominees (hereinafter called "the Said Securities"), whether in book entry, electronic means or otherwise, on the following terms and conditions:-

1. I confirm that I am the legal and beneficial owner of the Said Securities and that I am entitled to pledge the Said Securities to you.
2. The Said Securities will be a continuing security to you for the general balance of my debts to you, which includes but is not limited to any moneys now and hereafter due under any of my account(s).
3. In the event that any debt remains outstanding for more than twenty one (21) calendar days or any other period of time as may be prescribed by you (in your absolute discretion at any time and from time to time) by written notice to me, you may at your sole discretion and at any time thereafter, without giving me any notice, sell the Said Securities to settle such debts, in which event I shall have no recourse against you or your nominee or your agents in respect of any loss that I may suffer arising out of or in relation to or connected with such sale or this Memorandum.
4. The Said Securities may be registered by you in your name or in the name of your nominee. If any of the Said Securities are held in a securities account registered in my name, you shall be empowered in accordance with Section 40 of the Securities Industry (Central Depositories) Act 1991, to request the central depository to transfer such securities into your securities account or your nominee's securities account. Notwithstanding the aforesaid, neither you nor your nominee shall be answerable or responsible for any diminution in value of any of the Said Securities, however arising, while the same are in the custody, possession or control of yourself or your nominee. Further, while the Said Securities are in the custody, possession or control of yourself or your nominee, you shall not be responsible to ensure that any options, calls, rights issue, bonus issue, dividends and/or any other allotments, accretions and rights whatsoever accrued, attached and/or declared in respect of the Said Securities are subscribed, exercised, taken up, received or collected by you.
5. If so required by you, I shall execute such forms of transfer and/or assignments as are necessary to enable the effectual transfer of the Said Securities. In the event that further documents are necessary to effectively transfer the Said Securities, I shall immediately upon your demand execute such documents.
6. I hereby irrevocably authorise you to make enquiries and/or to request and to receive statement of account of any of my aforementioned securities account / accounts as and when you shall see fit and/or deemed necessary by you in your absolute discretion without the need to seek my consent. I hereby further agree that you shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising and I hereby undertake to indemnify you for any losses of any kind and any nature which are incurred or suffered by you in respect thereof in connection with or as a result of your exercise of your right under this paragraph 6 and/or any other right pursuant to this Memorandum.
7. I hereby appoint you or any of your Attorneys and in my name or in the name of yourself or your Attorney, as the case may be, to, in the event any debt remains outstanding for more than twenty one (21) calendar days or any other period of time as may be prescribed by you in your absolute discretion at any time and from time to time by written notice to me, deal with the Said Securities in any manner whatsoever and to do all other things as fully and effectively as I could do in connection therewith and in particular but without prejudice to the generality of the foregoing to transfer, assign, charge or sell the Said Securities or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such transfer assignment charge or sale, Provided Always, that you shall not deal with the balance of the Said Securities (if any) once all the debts remaining outstanding as aforesaid has been paid/repaid in full to you.

8. I hereby acknowledge that you will not be liable for any loss or damage of the securities deposited into any securities account(s) registered in my name and/or securities account(s) registered in the name of your nominees for and on my behalf unless due to your negligence or willful default. In respect of such loss or damage (should there be any), your liability will be limited to the incidental replacement costs which are confined to cost of advertisement, scrip fees and any other reasonable costs related to the replacement of the physical share certificates only.
9. Any notice or demand required to be made or given to me hereunder may be sent by registered post to my last known address and shall be deemed to have been received by me within three (3) days after the date of posting notwithstanding, that the letter may be returned in the post.
10. I hereby acknowledge that you will not be liable for any failure in performing any of your obligations under this Memorandum or any claim in respect of any loss, expense, costs, injury, damages or liabilities which are directly or indirectly caused by or results from or arises from or out of or contributed by such failure to perform, if such non-performance arises from or is attributable to acts, events, omissions or accidents beyond your reasonable control and without limiting the generality thereof, including:-
- strikes, lockouts or other industrial actions;
 - civil, commotion, riot, invasion, war threat or preparation of war;
 - fire explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
 - impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
 - political or government interference or actions with the normal operations.
11. I hereby authorise you to disclose any and all information [(including without limitation particulars of securities held) in relation to my account(s) and/or securities account(s) registered in my name and/or securities account(s) registered in the name of nominees for and on my behalf] to any of your employee, Capital Markets Services Representative's Licence Holders, agents, related companies, subsidiaries, affiliates and/or any other parties assigned to handle my account and / or securities account (s) and agree that you will not be liable for any claims, actions, and proceedings and losses of whatsoever nature which may be incurred as a result of this authorisation.

Signature of Applicant

Name : _____

Date : _____

Signature of Witness*

Name : _____

New NRIC/ Passport : _____

Profession/Designation : _____

Note*:

Insert name, NRIC/Passport no., profession/designation and address of the witness who must be an Authorised Officer of AmlInvestment Bank Berhad or AmBank Group or AmlInvestment Bank Berhad's Commissioned Capital Markets Services Representative's Licence Holder or AmlInvestment Bank Berhad's Salaried Capital Markets Services Representative's Licence Holder or a Notary Public or the Officer(s) of the Malaysian Embassy or High Commission/Consulate of the jurisdiction where the form is signed.

For Office Use Only	
Keyed-in by	: _____
Checked by	: _____