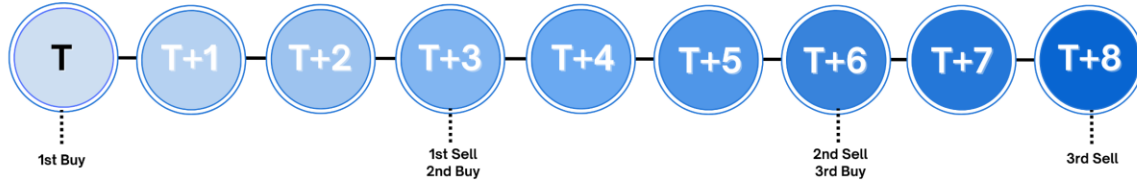




Normal Trading

(Contra period T+2)



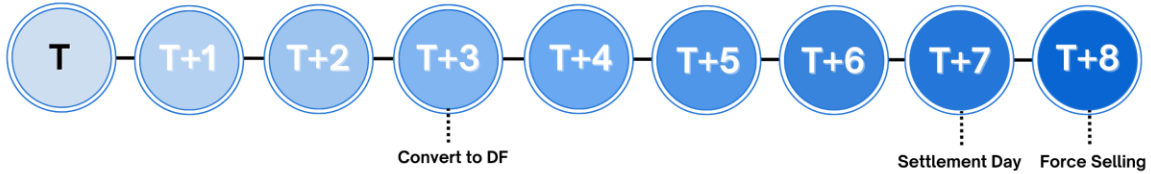
Contract Value : RM100,100

Brokerage Fees: 0.21%

Brokerage Fees (0.21% x 6 transactions of RM100,100)	RM1,261.26
Stamp Duty and Clearing Fee	RM787.80
TOTAL COST	RM2,049.06

Discretionary Financing

(Contra period T+7)



Contract Value : RM100,100

Brokerage Fees: 0.21%

Brokerage Fees (0.21% x 2 transactions of RM100,100)	RM420.42
Stamp Duty and Clearing Fee	RM262.06
DF Fee RM100,100 x 0.30%	RM300.30
DF Interest (RM100,100 x 9% x (4/365days))	RM98.73
TOTAL COST	RM1,081.51

Total Cost Savings with DF
(RM2,049.06 - RM1,081.51)

RM967.55

*The above scenario is for illustration purposes only and not an indication of guaranteed profit

*Terms and conditions apply

**PRODUCT DISCLOSURE SHEET**

Please read this Product Disclosure Sheet before you decide to sign-up for Discretionary Financing. Be sure to also read the Terms and Conditions in the Application Form for Discretionary Financing (“DF”) Account.

1. Introduction to DF

DF is an extended settlement facility offered by Public Investment Bank Berhad (“the Bank”) for retail clients to effect payment of outstanding purchase positions for shares listed in Bursa Malaysia Securities Berhad between T+3 and T+7 as compared to the normal T+2 settlement.

2. Pricing and Product FeaturesDF Fees:

- **0.30%** of the Outstanding Purchase Value subject to minimum charge of RM10.00.

DF fee is calculated on T+4 on outstanding purchase value of the contracts.

Interest Rates:

- **9.00%** per annum of the Outstanding Purchase Value.

Interest is calculated on daily rest and computed on T+4 until the contract is fully settled.

Product Features:

- Direct CDS Trading Account : No change to Client’s current Direct CDS trading account. However, the Bank has the right to revise the maximum exposure, cash and collateral multiple.
- Extended settlement : DF account holder may sell the shares or pay for the outstanding purchase value; together with all DF Fees and Interest by 12.30pm on T+7
- Force-selling : Any outstanding purchase contract after 12.30pm on T+7 will be forced sold by the Bank’s Dealer’s Representative, resulting in a contra gain/loss
- Collateral accepted : Cash and Shares
- Shares excluded For DF facility : Public Bank Berhad Shares, Structured Warrants, Warrants, Loan Stocks, PN17/GN3 Shares, Foreign shares, suspended counters (more than 3 days) and any other Securities from time to time at the absolute discretion of the Bank after 3 days’ notice has been given to the clients.

3. Are there any other fees and charges?

- Opening of Bursa Malaysia Depository (“BMD”) Account : RM10.00 per each account (for new Direct CDS Trading Account)
- Nominal stamping fees for:-
 - Letter of Lien for Direct Trading Account : RM10.00 – absorbed by the Bank



4. What are my obligations?

- Repayment of total outstanding purchase contract, DF fees and all interest charges up to the settlement date.
- Repayment of all contra losses including the DF fees and all interest charges up to the selling date.
- To settle all outstanding purchase latest by 2.00pm on T+2, failing which DF will be applied automatically to extend the settlement period.

5. What if I fail to fulfill my obligation?

- The Bank reserves the right to force-sell or liquidates your collateral and set-off any credit balance in your account maintained with the Bank against any outstanding balance in this DF account.
- Legal action may be taken against you to recover the full outstanding balance due to the Bank.

6. What are the major risks?

- Investment risk as purchase of shares can have significant negative impact on the value and return on your investment due to fluctuation in share prices.
- The Bank reserves the right to force-sell the outstanding purchases after T+3 without notice to the client if client's realized losses and unrealized losses in the account exceeds 75% of the total capped collateral value.
- The Bank reserves the right to liquidate part or the entire collateral in the DF account, in the event you fail to settle any outstanding contra losses, outstanding DF fees, interest charge and any other applicable charges, if any.

7. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

8. Where can I get further information?

Should you require additional information about DF, please feel free to contact your Dealer's Representative at:

**25th Floor,
Menara Public Bank 2
No. 78 Jalan Raja Chulan
50200 Kuala Lumpur.**

Tel : 603-2268 3000

IMPORTANT NOTE: IT IS IMPORTANT THAT YOU FULLY UNDERSTAND THE RISKS INVOLVED IN DISCRETIONARY FINANCING. THE BANK OFFERS YOU AN EXTENDED SETTLEMENT WHICH YOU MAY USE FOR THE SETTLEMENT OF YOUR PURCHASE OF SHARES. EXTENDING THE SETTLEMENT FOR THE PURCHASE OF SHARES CAN HAVE SIGNIFICANT NEGATIVE IMPACT ON THE VALUE AND RETURN ON THE INVESTMENT DUE TO PRICE MOVEMENTS IN SHARES HELD IN THE DISCRETIONARY FINANCING ACCOUNT.

DISCLAIMER :

The terms and conditions indicated in this Product Disclosure Sheet are tentative/indicative and not binding on the Bank. The final terms and conditions are as stipulated in the Application Form for DF.



TERMS AND CONDITIONS FOR DISCRETIONARY FINANCING (“DF”)

The Applicant hereby requests the Bank to grant to the Applicant a discretionary financing (“DF”) which is a facility to extend the settlement of its outstanding purchase positions for shares listed in Bursa Malaysia Securities Berhad under the Applicant’s trading account maintained with the Bank subject to the terms and conditions set forth in this application form.

1. **Definitions**

The following terms shall have the following meanings unless the context requires otherwise:

“**ATS**” means the automated and computerized securities trading system established by the Exchange.

“**Bank**” means Public Investment Bank Berhad (Registration No. 197401002880 (20027-W)).

“**Bursa Rules**” means the Rules of Bursa Malaysia Securities Berhad.

“**Contract**” means a contract for a sale or purchase transactions of securities entered into on the stock market of the Exchange as described in Rule 8.08(3) of the Bursa Rules.

“**Dealer’s Representative**” means a holder of a Capital Markets Services Representative’s Licence for dealing in securities.

“**Exchange**” means Bursa Malaysia Securities Berhad.

“**On-Market Transaction**” means a transaction that is concluded by way of automated matching of orders entered into the order book maintained in the ATS under Rule 8.08 of the Bursa Rules or an On-Market Married Transaction under Rule 8.14 of the Bursa Rules.

“**On-Market Married Transaction**” means a match of a buy order to a sell order for the same price and quantity made by the Bank simultaneously entering and executing the buy and sell orders into the ATS under Rule 8.14 between:

- (a) two clients of the Bank;
- (b) the Bank and its client.

“**Ready Basis Contract**” means a Contract where the date and time for delivery and settlement for the buying and selling of securities traded on the stock market of the Exchange are as stipulated in the Schedule 2 of the Bursa Rules.

2. **Discretionary Financing**

In accordance with Chapter 7.31 of the Bursa Rules, DF facility allows the Applicant to effect settlement of its outstanding purchase position for an On-Market Transaction between the third (3rd) market day following the contract date (T+3) and 12.30 p.m. on the seventh (7th) market day following the contract date (T+7) both days inclusive.

3. **Utilisation**

If the Applicant fails to settle any of its outstanding purchase contract by 2.00 p.m. at T+2, the Applicant shall be deemed to have given notification/instruction to the Bank for the utilisation of the DF facility. However, the Bank may, at its absolute discretion, approve or reject such notification/instruction.



4. **Settlement of Purchase Contract**

DF facility shall only be allowed for a contract transacted as a Ready Basis Contract. Purchase contract must be settled by 12:30 p.m. within seven (7) market days following the contract date, failing which the Bank reserves the right to sell-out the overdue purchase contract at any time after 12.30 p.m. on T+7 but not later than T+8 at the discretion of the Bank, without further reference to the Applicant.

5. **Settlement by Way of Contra**

(a) Contra Trading

Settlement of outstanding purchase contracts against outstanding sale positions of the same securities (counter) may be made up to 12.30 p.m. on T+7. Contra trading is not a right of the Applicant but rather a privilege accorded, and therefore may be withdrawn by the Bank as it deems fits and without prior consent from the Applicant.

(b) Contra Losses

Contra losses must be paid by the forth (4th) market day following the contra date. Interest shall be charged on contra losses not settled by the fifth (5th) market day following the contra date at a prevailing rate as determined by the Bank.

(c) Contra Gain

Payment of contra gains (after deduction of any outstanding contra losses) to the Applicant shall be available after 12.30 p.m. on the second (2nd) market day following the contra date.

6. **Force Selling**

Notwithstanding any provisions to the contrary, the Bank has the right to force sell the outstanding purchase contracts after T+3 without notice to the Applicant if the Applicant's realized losses and unrealized losses in its trading account exceeds 75% of the total capped collateral value.

7. **Interest Rate, Fees and Charges**

(a) Interest Rate

An interest at the prevailing rate of **9.00% per annum** (or such other rate as determined by the Bank) shall be levied on the outstanding purchase value of each purchase contract commencing after T+3 onwards calculated on daily basis until the date of settlement of the outstanding purchase value or date of force selling or selling out of the outstanding purchase contracts, whichever is earlier.

(b) DF Fee

A one-time DF fee at the prevailing rate of **0.30%** (or such other rate as determined by the Bank) shall be levied on the outstanding purchase value of each purchase contract which has not been settled by T+3, subject to a minimum charge of RM10.00.

(c) Other Fees and Charges

The Applicant shall on demand pay to the Bank any other fees and charges in relation to the DF facility.

8. **Variation of Interest Rate, Fees and Charges**

(a) The Bank reserves the right to vary at any time:-

- (i) the rate of the DF fee and its manner of calculation;
- (ii) the rate of interest and its manner of calculation; and
- (ii) any other fees and charges.



- (b) The revised DF fee, rate of interest or other fees and charges shall be payable from the effective date of variation as stipulated in the notice issued by the Bank in the manner provided herein.
- (c) The decision of the Bank as to the effective rate of such revised DF fee, rate of interest or other fees and charges shall be final and conclusive.
- (d) Any notice on variation of DF fee, rate of interest or other fees and charges may be given by the Bank:-
 - (i) by way of letter to the Applicant;
 - (ii) by notice in the Bank's website; or
 - (iii) in such manner as the Bank shall deem appropriate or expedient from time to time.
- (e) The Bank may, at its sole and absolute discretion, waive any of the DF fee, interest or banking charges in relation to the DF facility. If the Bank grants any such waiver to the Applicant, the Bank is not obliged to grant any similar waiver in the future. Such waiver shall not be read and/or construed as a tolerance or compromise on any default whatsoever.

9. **Authority to debit**

The Applicant agrees that the Bank has the right to debit any of the Applicant's account for all costs, charges and expenses incurred by the Bank including but not limited to costs, charges and expenses for the following purposes:-

- (a) in relation to the security documents;
- (b) for the enforcement of the Bank's right under these terms and conditions; and
- (c) for the preservation of the Bank's interest including security interest in the security documents.

10. **Representations and Warranties**

The Applicant represents, warrants and undertakes with the Bank that:-

- (a) if the Applicant is a corporation, it is duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- (b) the Applicant has the power or capacity to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and deliver of this application form;
- (c) the obligations expressed to be assumed under these terms and conditions are legal, valid, binding and enforceable obligations;
- (d) the entry into and performance by the Applicant of the terms of the DF facility do not and will not conflict with:
 - (i) any law, rule, regulation, order or decree of any governmental authority, agency or court to whom the Applicant is subject;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon the Applicant;
- (e) no bankruptcy proceedings have been commenced or are being threatened against the Applicant;



- (f) no winding up petition has been presented against the Applicant or a resolution is passed for the winding up of the Applicant;
- (g) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect has or have been started or threatened against the Applicant;
- (h) the Applicant has the financial ability to settle any amounts due and owing to the Bank arising from or in respect of purchases of securities by the Applicant including but not limited to contra losses incurred by the Applicant in its trading account;
- (i) the Applicant is fully aware of and understand that DF facility cannot be utilised for PN17/GN 3 Securities, warrants, structured warrants, loan stocks, Public Bank Berhad shares, foreign shares, suspended counters and any other non-acceptable securities that the Bank may determine from time to time by giving three (3) days' notice to the Applicant in the manner as prescribed in clause 8(d) of this application form.

All the above representations and warranties are deemed to be made by the Applicant by reference to the facts and circumstances then existing on the date of each utilisation.

11. **Covenants**

The Applicant covenants and undertakes with the Bank that:-

- (a) the Applicant shall conduct its trading account in a proper manner and abide by the rules and regulations of the authorities and the terms and conditions of the Bank;
- (b) the Applicant shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under these terms and conditions.

12. **Security**

- (a) The Applicant confirms and affirms that the Bank has a lien either directly, indirectly, constructively and in whatsoever form on any of the Applicant's shares, cash and otherwise, within the control of the Bank.
- (b) The Applicant agrees that the security created under the letter of lien and authority to set off in respect of the Applicant's trading account maintained with the Bank shall extend to secure all indebtedness under the DF facility.

13. **Collateral Requirement**

As may be required by the Bank, the Applicant shall deposit sufficient cash or shares that is acceptable to the Bank as collateral for the purpose of trading on the Exchange. Such shares shall be subjected to capping list issued by the Bank from time to time. Capping list refers to the list of shares and their value as prescribed by the Bank so as to impose a cap on the prices of such shares for the purpose of determining the value of the equity.

14. **Review and Termination**

The DF facility is subject to review in such manner and as such time as the Bank thinks fit and the Bank reserves the right to terminate the DF facility at any time by giving notice to the Applicant and without being obliged to provide any reason.



15. Change in Circumstances

- (a) The securities, liabilities and/or obligations created in relation to or in connection with the DF facility shall continue to be valid and binding for all purposes whatsoever regardless of any change by amalgamation, reconstruction, winding-up, liquidation 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.
- (b) The securities, liabilities and/or obligations created in relation to or in connection with the DF facility shall continue to be valid and binding for all purposes whatsoever regardless of any change by reason of bankruptcy, death, amalgamation, reconstruction, winding up, liquidation or otherwise of the Applicant. In such circumstances, any request for access to or change in the credit or personal information of the Applicant shall be promptly notified to the Bank.

16. Disclosure

- (a) The Applicant authorises the Bank to furnish any information pertaining to the DF facility to Public Invest Nominees (Tempatan) Sdn Bhd or Public Invest Nominees (Asing) Sdn Bhd, as the case may be, or the Securities Commission, Bursa Malaysia Berhad, Bursa Securities, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Securities Clearing Sdn Bhd, or any bureau or agency established or approved by Bank Negara Malaysia or to any other authority whether regulatory or otherwise and to any relied remisers authorised by the Applicant remiser.
- (b) The Applicant consents and authorises the Bank to collect, record, store and/or disclose to, share with or receive, the Applicant's personal information and/or credit information from relevant third parties, business partners, bodies, bureau, corporations and credit reporting agencies registered and licensed under the Credit Reporting Agencies Act 2010 including but not limited to CTOS Data Systems Sdn Bhd (CTOS), FIS Data Reference Sdn Bhd (FIS), Credit Bureau Malaysia Sdn Bhd (CBM), Dun & Bradstreet (Malaysia) Sdn Bhd (D&B), Experian Information Services (Malaysia) Sdn Bhd (Experian) (formerly known as RAM Credit Information Sdn Bhd (RAMCI)), Basis Corporation Sdn Bhd (Basis), and other such bodies, bureau, corporations or credit reporting agencies, as the case may be, for the purpose of conducting credit checks and collecting information regarding facilities granted or accounts maintained with financial institutions.

17. Personal Data

- (a) The Applicant grants consent to the Bank to process, use, collect, store and/or disclose the Applicant's information including but not limited to the Applicant's personal data ("Personal Data") as defined in the Personal Data Protection Act 2010 ("PDPA") in accordance with the PDPA, the Bank's privacy notice and any other applicable legislations, rules and regulations.
- (b) The Applicant represents and warrants that in the event the Applicant provides the Bank with the Personal Data of any third party individual, the Applicant confirms that the Applicant would have obtained the consent of the third party individual for the Bank to process, use, collect, store and/or disclose their Personal Data for the purpose of this application, as described in the Bank's privacy notice (in which the Applicant has provided a copy of the Bank's privacy notice to the third party individual) and in accordance with all applicable legislations, rules and regulations including but not limited to the PDPA.



18. **Indemnity**

In addition and without affecting the powers, rights and remedies granted under these terms and conditions, the Applicant irrevocably and unconditionally undertakes to indemnify the Bank and keep the Bank fully indemnified against all claims, demands, losses, penalties, proceedings, damages and/or expenses of whatsoever nature that the Bank may incur or suffer, whether arising directly or indirectly, as a result of the non-observance of all or any of the terms, stipulations, agreements or provisions on the part of the Applicant contained in these terms and conditions.

19. **Amendments**

The Bank may amend, vary and supplement these terms and conditions by providing prior written notice to the Applicant. Such amendments and variations shall be effective on the date as stipulated in the notice. The relevant provisions shall be deemed to have been amended or varied or supplemented accordingly.

20. **Notices**

Any notice, demand, request, other communication or legal process of any nature whatsoever may be effected by the Bank to the Applicant and/or its legal representatives in any of the following manners: -

- (a) by hand to the address last known to the Bank or business address and it shall be deemed to have been received at the time of delivery;
- (b) by leaving at the address last known to the Bank or business address and it shall be deemed to have been received at the time of delivery;
- (c) by post (registered, AR registered, ordinary or otherwise) to the address last known to the Bank or business address and it shall be deemed to have been received forty-eight (48) hours after the date it is posted;
- (d) by facsimile transmission to the facsimile number last known to the Bank and it shall be deemed to have been received at the time the facsimile transmission is successfully transmitted; or
- (e) by electronic mail to the electronic mail address last known to the Bank and it shall be deemed to have been received at the time the electronic mailing is successfully delivered.

21. **Severability**

If any of the provisions of the DF facility is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. **Waiver**

No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under these terms and conditions upon any default by the Applicant shall:-

- (i) impair any such right, power, privilege or remedy of the Bank in respect of that default or in respect of any other subsequent default; or
- (ii) be construed as a waiver or acquiescence by the Bank to such default.



23. Cumulative Remedies

The remedies provided in these terms and conditions are cumulative and are not exclusive of any other remedies provided by law.

24. Taxes

- (a) All payments to be made by the Applicant under these terms and conditions shall be made in full without any deduction or withholding whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise whatsoever.
- (b) All amounts set out or expressed in these terms and conditions to be payable by the Applicant to the Bank shall be deemed to be exclusive of any indirect tax. If any indirect tax is chargeable on any supply made by the Bank in connection with these terms and conditions, the Applicant shall pay an amount equal to the amount of the indirect tax.

25. Assignment and Transfer

- (a) The Bank may, with notice to the Applicant, assign and/or transfer all or any of its rights, interests, benefits or obligations under these terms and conditions to such person or corporation as it shall deem fit.
- (b) The Applicant shall not be entitled to assign and/or transfer all or any of its rights, interests, benefits or obligations under these terms and conditions, except with the prior written consent of the Bank.

26. Successors Bound

- (a) The terms and conditions of the DF facility shall be binding upon the heirs, personal representatives, successors-in-title and permitted assigns of the Applicant and on the successors-in-title and assigns of the Bank.
- (b) If this application form is signed by more than one party, the liability of each party signing this application form and of their respective heirs, personal representatives and successors-in-title to the Bank shall be joint and several and every agreement and undertaking contained in this application form will be read and applied accordingly.

27. Time

Time shall be of the essence of the DF facility.

28. Governing Law

- (a) These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. Nonetheless, the Bank is entitled to initiate and take action or proceedings against the Applicant in Malaysia and/or elsewhere as the Bank may deem fit.
- (b) The Applicant agrees not to raise any objection to any dispute which has been submitted in any particular court of law on the basis that it is not the correct or most convenient court for the dispute to be submitted to.
- (c) The Applicant and the Bank agree that where any action or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the courts of Malaysia.