



Summary of Revision
Revisions are effective 14 October 2024

Following a general review of the Bank’s standard terms and conditions and documentation for margin accounts, please be informed that the Bank is revising certain terms and conditions to the following documents:

No.	Document	Remark
1	Letter of Offer - Margin Financing Facility	Please see revisions in Appendix I hereto.
2	Facility Agreement	Please see revisions in Appendix II hereto.

Save for the revisions and variations stipulated herein, all other prevailing terms and conditions governing your margin account shall remain unchanged.



Revisions to Letter of Offer - Margin Financing Facility

Revised Clause 3

3. Use of the Facility

3.1 This offer is conditional and the Facility will be available by the debiting of a current account which (if not already opened at the date hereof) will be opened for you upon approval by the Bank and upon the satisfaction of the following conditions precedent:

- (a) all credit evaluation of you by us must have been completed and we are satisfied with the results thereof;
- (b) all other necessary checks and exercises which may be required by law to be conducted or which we may deem necessary must have been completed and we are satisfied with the results thereof;
- (c) A Facility Agreement must have been duly signed by you and delivered to us (unless **Section 10** of the **Schedule** to this Letter of Offer states that an existing Facility Agreement shall be applicable to the Facility granted herein) or (where applicable) an existing Facility Agreement has been unstamped for the required amount and delivered to us;
- (d) all security documentation must have been duly executed and delivered to us (unless **Section 10** of the **Schedule** to this Letter of Offer states that any one or more of existing security documents shall be applicable to the Facility granted herein);
- (e) all security for the Facility, if required to be delivered to us or our nominee or registered in our name or the name of our nominee, must have been delivered or registered; and
- (f) if you are a company, you must have delivered to us a copy of your Memorandum and Articles of Association, the latest copies of your Forms, 24, 44 and 49 and Form of Annual Return, a copy of your latest financial statement, and a copy of the resolution of your board of directors:
 - (1) authorising the purpose(s) for which you are taking the Facility;
 - (2) authorising your acceptance of the Facility upon the terms contained in this Letter of Offer; and
 - (3) authorising your execution of the Facility Agreement, all security documentation and all other relevant documents by a named representative or representatives or by affixation of your common seal whenever required;all copies of which must have been certified as true by your company secretary.

Revised Clause 4

4. Dealings

4.1 All dealings by you or on your behalf involving the use of the Facility are to be executed through us, or such other entity as we may in our discretion allow ("the **Dealer**"). In this connection, you irrevocably authorise us to act on all requests and instructions (whether oral, written, electronic or otherwise), and whether issued by you or by the Dealer, to debit the settlement account(s) opened or to be opened for you ("**Account**") in any currency for the purpose of settlement of all such dealings (including the payment of all charges, interest and penalties imposed by us and/or the Dealer in connection therewith).

4.2 All amounts outstanding under the Account (including all fees, charges, interest, trading losses and penalties imposed by the Dealer) in excess of the Facility (if any) must be promptly settled by you within four (4) business days of those amounts having been incurred failing which:

- (a) we may suspend the Facility;
- (b) we have your express authority, without any reference to you, to sell or to instruct the Dealer to sell or liquidate such amount of the Investments (as defined in **Section 2** of the **Schedule** hereto) held under the securities account opened or to be opened for you ("**Securities Account**") or otherwise in our possession, custody or control or the possession, custody or control of the Dealer as we deem fit and to apply the proceeds of sale towards the settlement of such amounts outstanding; and/or



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- (c) we may apply moneys standing to the credit of any of your accounts maintained with us in any currency towards the settlement of such amounts outstanding;
- in such manner and upon such terms and conditions as we may deem fit, notwithstanding that such sale or application of moneys may give rise to a Margin Call or forced-sell situation under this Letter of Offer or any other credit facility arrangement you may have with us. The aforesaid authorisation given to us and/or the Dealer shall be without prejudice to any of our rights and powers whatsoever and howsoever given.

Revised Clause 6

6. Security

- 6.1 All securities purchased under the Facility and all securities deposited in the Securities Account from time to time are deemed charged to us and shall be held in our custody and under lien to us.
- 6.2 Without prejudice to any of our rights and powers whatsoever and howsoever given, we shall be at liberty to call on or liquidate any security for the Facility or any part thereof towards the reduction of any outstanding amounts due from you to us or any Dealer as we may deem fit without being liable to you for any loss incurred or depreciation in the value of such security.
- 6.3 We reserve the right at any time and from time to time to require you to furnish additional security and/or to substitute any existing security. All costs incurred in relation thereto shall be borne by you.
- 6.4 If you are a company, we require that a Joint and Several Guarantee ("the **Guarantee**") be executed by your directors whose names are stated in **Section 5** of the **Schedule** to this Letter of Offer (if applicable) and/or any replacement additional and/or further Guarantees by such guarantors as may be required by the Bank in writing from time to time to further secure the repayment of all sums owing by you from time to time under the Facility.
- 6.5 In accepting this offer, you hereby irrevocably authorise us, with prior notice to or demand on you, to apply any credit balance in any account of whatsoever type and whatsoever currency opened by you, whether solely or jointly with any other person, at any of our branches or offices towards the satisfaction of all or any of the moneys, obligations and liabilities which may now or at any time in the future be due, owing or contingent under the Facility.
- 6.6 The Facility (save for share margin financing) shall be a multi collateral facility wherein any one collateral in your portfolio shall not at any time equal or exceed seventy percent (70%) (or such other percent or amount as may be confirmed in writing by us at any time) of the total portfolio value in your Facility, failing which the Bank reserves the right to revise/vary the capped value for the said collateral and/or to impose a more stringent Loan to Security Ratio (hereinafter described) and/or to increase the Prescribed Rate or to terminate and recall the Facility with prior notice given.
- 6.7 For share margin financing or where the collaterals are made up of Investments only, any one counter in your portfolio shall not at any time equal or exceed seventy percent (70%) (or such other percent or amount as may be confirmed in writing by us at any time) of the total portfolio value in your Facility, failing which the Bank reserves the right to revise/vary the capped value for the counter involved and/or to impose a more stringent Loan to Security Ratio (hereinafter described) and/or to increase the Prescribed Rate or to terminate and recall the Facility with prior notice given.

Revised Clause 11

11. Our Rights and Powers

- 11.1 Without in any way affecting any of our other rights and powers whatsoever and howsoever given, we have the right and power:
- (a) to vary the terminology used herein, the rate of interest (including the default rate, margin and our Standardised Base Rate) and other margins and/or limits in respect of the Facility and/or the Account from time to time and at any time at our discretion with prior notice
 - (b) to vary the valuation of the security for the Facility from time to time;
 - (c) to limit or reject the purchase or sale of any Investment or the volume of any particular Investment;
 - (d) to determine the amount of the Facility to be advanced in relation to the purchase of any Investment;



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- (e) to credit the Account with all sale proceeds and all dividends received by us in respect of the Investments;
- (f) to register any Investment purchased with the Facility in our name or the name of our nominee with the cost and expense of registration to be borne by you;
- (g) to vary the amount of the Facility, request additional and/or substituted security for the Facility, or recall the Facility if at any time we consider in our discretion that the security given for the Facility is inadequate or unacceptable in any way;
- (h) in the event of your death:
 - (1) to force-sell and set-off any amount owing to us against any security for the Facility; and/or
 - (2) to cancel or recall the Facility with immediate effect and to exercise any one or more of our rights including, without limitation, the right to liquidate or sell any security for the Facility, to force-sell the Investments in the Securities Account or otherwise in our possession, custody or control or the possession, custody or control of the Dealer to cover any shortfall, to set-off all amounts held in credit against any moneys owing to us, and to exercise such rights and powers concurrently if we should so choose; and
- (i) to vary the terms and conditions herein at our discretion with prior notice.

Revised Clause 16

16. Appointment as Your Agent

- 16.1 In accepting this offer, you appoint us to be your agent for all matters relating to the Facility and the Account and you expressly authorise us to do all things relating thereto for and on your behalf including, but not limited to:
- (a) the opening, managing and closing of a trading account with a Dealer;
 - (b) the opening, managing and closing of an account with Bursa Malaysia Depository Sdn Bhd;
 - (c) the placing of orders for the sale and purchase of Investments; and
 - (d) the making and receiving of payments in any currency for the sale and purchase of Investments from and for the Account.

Revised Clause 17

17. Not Investment Adviser or Manager

- 17.1 Under no circumstances are we or any of our officers, employees or agents to be construed as or deemed to be your investment adviser or manager and you agree that all Investments made or purchased under the Facility are made or purchased at your risk and upon receipt of independent advice.
- 17.2 In amplification and not in derogation of the aforesaid, our approval of your purchase of any Investment and/or our having provided the Facility to you for such purchase shall not to be construed as our having recommended that Investment to you or having advised you in relation to that purchase. You irrevocably and unconditionally agree that all risks relating to the Investments purchased are yours solely.

Revised Clause 21

21. Compliance with the Laws of Malaysia

- 21.2 In accepting the offer herein, you represent and warrant to us that, except as otherwise disclosed in the application for the Facility:
- (a) none of your spouse(s), parents, brothers, sisters, children, their spouses and/or their financial dependants is in our employment or the employment of our subsidiaries or is related to any of our directors, officers or employees and the directors, officers or employees of our subsidiaries;
 - (b) any person or entity providing security for the Facility is not related to any of our directors, officers or employees and the directors, officers or employees of our subsidiaries; and



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- (c) you are not prohibited by any applicable law or contract from pursuing the purpose for which the Facility is to be utilised and that you are qualified under all applicable laws to purchase the Investments which you intend to purchase under the Facility.

Revised Section 8 of Schedule to Letter of Offer

Section	Subject	Particulars
8	Loan to Security Ratio at Drawdown [Clause 13]	As prescribed in the supplementary letter(s) of offer from time to time.

Revised Section 10 of Schedule to Letter of Offer for Portfolio Financing only

Section	Subject	Particulars
10	Additional Provisions (if any) [Clause 23.1]	<p>1. Where property is provided as a security for the Facility:</p> <p><u>Additional Conditions Precedent to Drawdown</u></p> <p>i. Open all monies Charge or Deed of Assignment and Power of Attorney and any other documents or security documents as may be required by the Bank and/or its solicitors in respect of the property held under title no. as prescribed in the supplementary letter(s) of offer from time to time (“Property”) shall have been executed by the relevant parties, duly stamped and registered at such registries as the Bank may deem necessary or expedient.</p> <p>ii. Submission of a formal valuation report addressed to Alliance Bank Malaysia Berhad from a valuer on the Bank’s panel confirming a Fair Market Value of not less than the amount as prescribed in the supplementary letter(s) of offer from time to time in respect of the Property, failing which, the Bank reserves the right to reduce the Facility accordingly or to withdraw the Facility with prior notice to you.</p> <p>iii. Where the Property is pending issuance of individual title/strata title, to obtain a Letter of Undertaking from the developer to deliver to the Bank the individual/strata title upon issuance and not to encumber the master title without the Bank’s prior written consent.</p> <p>iv. Where the Property is charged to a master chargee, to obtain a Letter of Disclaimer excluding the master chargee’s rights and interest in the Property charged/given to the Bank as security.</p> <p><u>Other Terms & Conditions</u></p> <p>i. The chargor should not have created any negative pledge or debenture in favour of any institution which may affect the Bank’s interest in the Property or which the chargor may be in breach of by the creation of the charge over the Property.</p> <p>ii. The Property charged to the Bank as security will be required to be inspected and valued by the Bank’s appointed valuers at the time when the facility is first granted and is also subject to periodical revaluation should the Bank consider such revaluation is necessary. All cost and expenses on the issuance of formal valuation report</p>



		<p>shall be fully borne by you.</p> <p>iii. In the event the Property is for owner occupation, the Property is to be occupied at all times by you. In the event the Property is found to be not occupied by you, the Bank reserves the right to vary the terms of the Facility on such terms and conditions that the Bank deems necessary with prior notice.</p> <p>iv. If the bank value of any security falls below what the Bank considers to be an adequate security margin, the Bank shall be entitled, without prejudice to any other rights that the Bank may have, to reduce the credit limits and/or require repayment and/or payment of such amount as the Bank may specify including to require additional security acceptable to the Bank to be furnished.</p> <p>v. Title to the Property must be in order and the Bank is satisfied that the Property is an acceptable security in all aspects for the Facility, including but limited to the Property being free from all encumbrances.</p> <p>vi. Assessment, quit rent and other rates payable upon the Property are to be paid by you as and when they are due and payable and the receipts thereof should be furnished to the Bank forthwith for noting. In the event that the above payments are not made and/or receipts are not furnished, the Bank reserves the right to make such payments by debiting your account with the Bank.</p> <p>vii. <u>Fire Insurance</u> You undertake and covenant with the Bank that you will at all times insure and keep insured the Property charged to the Bank and which are of an insurable nature against loss or damage with an insurance company. You are required to submit to the Bank on a yearly basis the insurance policy over the assets which are endorsed in favour of the Bank as the chargee or loss payee. In the event there is a default in effecting, maintain or renewing any insurance policy(ies) and/or proof of the renewal is not furnished to the Bank upon expiry, the Bank will purchase and maintain insurance policy(ies) on your behalf from the Bank's panel insurer or from such other insurance companies of your choice approved by the Bank with the Bank's interest as chargee and loss payee endorsed thereon. All policies will be taken up at your costs and expenses and the Bank reserves the right to pay the premium for any policy on your behalf and all premium paid will be debited to your account with the Bank.</p> <p>However, should you choose to take up the insurance policy(ies) from an insurance provider of your choice either from the Bank's panel of insurer or one which is not listed in the Bank's panel of insurers, you must give a prior notice to the Bank and the following conditions must strictly be adhered to:</p> <p>a) sum insured must be sufficient/adequate in the opinion of the Bank;</p> <p>b) Alliance Bank Malaysia Berhad (ABMB) must be endorsed on the policy as assignee/mortgagee/loss payee;</p>
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		<p>c) a copy of the insurance policy must be forwarded to the Bank for safekeeping; and</p> <p>d) a copy of the insurance policy upon yearly renewal together with proof of payment must be forwarded to the Bank at least one (1) month before the expiry date of the preceding policy.</p> <p>2. «Additional_Clause»</p>
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Appendix II

Revisions to Facility Agreement

Revised Clause 6.1

6.1 Without affecting any other rights that the Bank may have under this Agreement or by law, the Bank may, at any time, at its discretion, and with prior notice to the Borrower, debit any of the Borrower's accounts with the Bank (including the balance on any overdraft account) with any moneys and in any currency whatsoever which are payable by the Borrower to the Bank.

Revised Clause 11.1

11.1 The Borrower agrees that the Bank has the right, with prior notice to the Borrower, to combine, consolidate or merge all or any of the Borrower's accounts and liabilities (whether in Ringgit Malaysia or in any other currency) with and to the Bank whether singly or jointly with any other person and for this purpose, the Bank may, where necessary, convert one currency into another in accordance with the Bank's usual practice at the then prevailing spot rate of exchange of or available to the Bank (as conclusively determined by the Bank). The Bank also has the right, after giving the Borrower seven (7) days' notice, to transfer or set off any sums in credit in such accounts in or towards the satisfaction of any of the Borrower's liabilities to the Bank, whether actual or dependent upon the occurrence of an event, primary or collateral, or joint or several.

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