

**Terms and Conditions for
Discretionary Financing (“DF”) and Discretionary Financing PLUS (“DF+”) Facilities**

1) **Discretionary Financing (“DF”)**

TASH at its sole discretion may allow Clients to effect the settlement of their outstanding purchase position in regard to a contract between the third (3rd) market day following the contract date and the seventh (7th) market day following the contract date, both days inclusive.

The trading multiplier of DF is capped at 2.5 times cash collateral and 1.5 times securities collateral pledged to TASH subject to TASH capping any types of collateral/ securities acceptable from time to time or a default limit based on TASH’s internal assessment on Clients.

2) **Discretionary Financing PLUS (“DF+”)**

TASH at its sole discretion may allow Clients to effect the settlement of their outstanding purchase position in relation to a contract between the third (3rd) market day following the contract date and the seventh (7th) market day following the contract date, both days inclusive as a rollover of DF contract without DF Upfront Fee.

The trading limit of DF⁺ is capped at 2 times the amount of contra losses (subject to TASH capping) plus securities sales proceeds resulting from DF account contract settlement.

3) **Eligibility Requirement**

TASH at its sole discretion may only allow Clients with **Sophisticated Investors** status as described in the Updated Categories of Sophisticated Investors as per Capital Markets and Services (Amendment of Schedules 5, 6 and 7) Order 2021 to utilize the DF and DF⁺ facilities.

Sophisticated Investors

A person or entity who falls within any one of the Updated Categories of Sophisticated Investors as per Capital Markets and Services (Amendment of Schedules 5, 6 and 7) Order 2021. Example include:

A) Individual

- a) Estimated total net personal asset exceeded RM3 million; or
- b) Gross annual income exceeded RM300,000 per annum in the preceding twelve (12) months; or
- c) Gross joint income (with his/ her spouse) exceeded RM400,000 per annum in the preceding twelve (12) months; or
- d) Total net personal/ joint investment (with his/ her spouse) in any capital market products exceeded RM1 million.

B) Corporate

- a) Total net asset exceeded RM10 million based on the latest audited accounts.

4) **Collateral Requirement**

The client will need to deposit sufficient cash or securities that are acceptable to TASH as collateral for the purpose of trading on Bursa Malaysia Securities Berhad (“BMSB”).

5) **Ready Basis Contract**

Client agrees and acknowledges that the DF & DF⁺ shall only be utilized for contracts transacted as Ready Basis contracts and are not applicable to Direct Business Transactions.

6) **Notification to Utilize DF and DF⁺**

The client is deemed to have given notification to TASH of his/ her/ their intention to utilize DF on the second (2nd) market day following the contract date for the outstanding purchases of securities that are acceptable by TASH for DF.

The client may notify TASH of his/ her/ their intention to utilize DF on the second (2nd) market day following the contract date for the outstanding purchases of securities that are purchased using their Retail Account maintained with TASH which is subject to be accepted by TASH for DF facility.

The entitlement for Client to rollover to DF⁺ is only when the Client made a contra loss during the settlement of eligible DF securities and notification was deemed given to TASH when the Client carried out the settlement and repurchased the same securities on the same day.

7) **Non-Acceptable Securities for DF and DF⁺**

PN 17/ GN 3 and LEAP market securities are not acceptable for DF and DF⁺ facilities utilization. TASH reserves the right to include or exclude any other securities from time to time at its absolute discretion as non-acceptable securities for DF and DF⁺.

8) **Settlement and Force Selling for DF and DF⁺ Purchase Contracts**

Client shall effect the settlement of the outstanding purchase position within the specified due dates as per the Rules of BMSB. The settlement can be effected by way of payment in cash or by way of contra.

All purchases of acceptable securities under the DF and DF⁺ are due for settlement on the seventh (7th) market day following the contract day, failing which the outstanding position will be forced sell on the eighth (8th) market day following the contract date at the discretion of TASH without further reference to the Client.

9) **Force Selling of Non-Acceptable Securities DF and DF⁺ Contracts**

Purchases of non-acceptable securities for DF and DF⁺ are due for settlement on the second (2nd) market day following the contract date, failing which the outstanding purchases will be forced sell on the third (3rd) market day following the contract date at the discretion of TASH without further reference to Client.

10) Force Selling of Breach of Limit DF & DF⁺ Contracts

Over limit purchase of securities for DF and DF⁺ are due for settlement on the second (2nd) market day following the contract date failing which the outstanding purchases will be forced sell on the third (3rd) market day following the contract date at the discretion of TASH without further reference to Client.

11) Withdrawal or Suspension of DF and DF⁺ Facilities

The client must conduct their trading activities in a proper manner and abide by the rules and regulations of the relevant authorities such as BMSB and the terms and conditions of TASH. Failure to do so may result in the DF and/ or DF⁺ facility(ies) being withdrawn or suspended.

12) DF Financing Interest and Upfront Fee

Client agrees to pay financing interest at TASH's prevailing rate on the outstanding purchases that have not been settled from the second (2nd) market day following the contract date onwards.

DF Upfront Fee is at 0.5% subject to a minimum RM100 will be levied on an outstanding purchase contract not settled by the third (3rd) market day following the contract date. The DF Upfront Fee quoted is exclusive of any tax including but not limited to Sales and Services Tax or its equivalent imposed and/ or to be imposed by authorities.

13) DF⁺ Financing Interest and Upfront Fee

Client agrees to pay financing interest at TASH's prevailing rate on the outstanding purchases not settled from the second (2nd) market day following the contract date onwards. There are no DF⁺ Upfront fees.

14) Miscellaneous

TASH reserves the right to vary or amend these terms and conditions at any time at its absolute discretion with or without notice and without assigning any reason whatsoever.

TASH reserves the right to withdraw the DF and/ or DF⁺ facilities at any point in time without notice and assigning any reason whatsoever.