# Terms & Conditions for "Discretionary Financing Promotion"

The following Terms and Conditions apply to Kenanga Investment Bank Berhad's (Registration No. 197301002193 (15678-H)) ("KIBB") "Discretionary Financing Promotion" (hereafter referred to as "the Promotion"). The Promotion will be held from 1<sup>st</sup> January 2024 to 30<sup>th</sup> June 2024 (hereafter referred to as "the Promotion Period").

## **Eligibility**

- 1. By participating in this Promotion, you hereby agree to be bound by the Terms and Conditions set forth herein.
- 2. The Promotion is applicable to all retail clients with a conventional trading account who sign up for the Discretionary Financing facility during the Promotion Period ("Eligible Participants").

## The Salient Features of the Promotion

Features	Discretionary Financing ("DF") – Special Promotion	
Eligibility	New and existing account without DF	Existing account with DF
DF Fee	0.1% or any other rate as determined by KIBB from time to time. The DF Fee will be charged on T+3 end of day on the outstanding contract value upon utilization of the DF facility.	0.3% or any other rate as determined by KIBB from time to time. The DF Fee will be charged on T+3 end of day on the outstanding contract value upon utilization of the DF facility.
Interest Rate	6.8% p.a. or any other rate determined by KIBB from time to time. Interest shall be calculated from T+2 end of day until the date of settlement / sales.	
Share Transfer cost	Waived for shares transferred into trading accounts with a DF facility during the Promotion Period.	
Promotion Period	Eligible Participants must sign up for the DF facility between 1 <sup>st</sup> Jan 2024 to 30 <sup>th</sup> June 2024.	
Promotion Term	Six (6) months commencing from the date of sign up for the DF facility.	
Settlement	Settlement of the outstanding purchase position must be completed by 12:30 p.m. on the seventh market day after the transaction date (T+7).	
Force Sell	On T + 8 if fail to settle the outstanding purchase amount due.	
Acceptable Collaterals	Cash & securities as determined by KIBB in its sole discretion	

#### **General Terms**

- 3. By participating in the Promotion, Eligible Participants are deemed to have read, understood, and agreed to be bound by these Terms and Conditions. Furthermore, they agree that any decision by KIBB regarding every aspect of the Promotion, including the interest rate and pick up fee to be charged shall be final, binding, and conclusive. No correspondence, queries, appeals, or protests (whether verbal or written) will be entertained.
- 4. The Discretionary Financing facility may come with its own terms and conditions, which shall apply in addition to these Terms and Conditions.
- 5. Eligible Participants shall be responsible for paying any taxes (including service tax), incidental costs, and/or any other charges related to the rebate unless stated otherwise. KIBB shall not be held liable for any taxes (including, but not limited to, sales and service tax), incidental costs, charges, damage, nonfulfilment by the supplier, or any other third-party costs (commission, ownership transfer, tax, etc.), and all other personal expenses, if any.
- 6. KIBB reserves the sole and absolute right and exclusive discretion to disqualify entries from any Eligible Participant of this Promotion and prohibit the Eligible Participant who is disqualified from further participating in this Promotion if there is reasonable suspicion that the Eligible Participant has tampered with the entry process or the operation of the Promotion or has acted in violation of these Terms and Conditions.
- 7. The special rate offered is non-transferable to any third party, non-negotiable, and non-exchangeable for cash or other items. KIBB has the right and discretion to add, remove, or substitute the special rate with any other item(s) or service of similar value without prior notice.
- 8. KIBB reserves the sole and absolute right and exclusive discretion to change, vary and/or amend any aspect of the Promotion (including cancelling or discontinuing the Promotion inclusive of the special rate which shall be awarded) or any part of these terms and conditions without prior notice and/or reference to any Eligible Participants.

### **Miscellaneous**

9. Participation in this Promotion shall be deemed acceptance by the Eligible Participants of the Terms and Conditions herein and consent for their personal data being collected, processed and used by KIBB in accordance with Kenanga Group Personal Data Protection Notice (which is available at https://kenanga.com.my/pdpa/) and/or for the purpose of this Promotion to be used, displayed and published by KIBB's social media, paid and free television

- programs, radio channels, print collaterals, online advertisement and email direct marketing
- 10. By participating in this Promotion, all Eligible Participants hereby expressly consent and authorize KIBB to disclose their personal data that the Eligible Participants have provided to KIBB for the purpose of cross selling, marketing and promotions, with other companies within KIBB Group of Companies, its agents, sponsors and/or such persons or third parties as KIBB may deem fit. The Eligible Participant may opt out of receiving marketing communications from KIBB by writing to the designated Data Officer as stated in the Kenanga Group Personal Data Protection Notice.
- 11. KIBB shall not be held liable and/or responsible for any loss, damage, or any other form of liability in whatsoever nature and howsoever arising or suffered by any Eligible Participant resulting directly or indirectly from participating in this Promotion or resulting from the acceptance, possession, use/misuse of the special rate offered in this Promotion. This Promotion shall not be construed as financial and/or investment advice, recommendation, offer or solicitation to deal in securities or indicative of future or likely performance or a guarantee of any future profit. The Eligible Participant shall carefully consider their investment and financial objectives, and risk tolerance before making any investment decisions and/or participating in the Promotion.
- 12. KIBB shall not be held liable for any error or default of its obligations under this Promotion due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial, action, fire, flood, drought, storm or any event beyond the reasonable control of KIBB.
- 13. This Promotion shall be governed by the laws of Malaysia, the applicable regulatory requirements and subject to the exclusive jurisdiction of the Courts of Malaysia.
- 14. This Terms and Conditions has not been reviewed by the Securities Commission Malaysia.

### Contact us

For inquiries on the "Discretionary Financing Promotions", please contact Equity Broking Product Sales Team at ebiz.KenTrade@Kenanga.com.my from Monday – Friday 8:30am –5:30pm