



Invest
with the
Best

FORM & AGREEMENT SECURITIES OPENING ACCOUNT FOR INDIVIDUAL CLIENT



Call Center
1 500 899 (DIAL 3)

Member of MNC Financial Services

www.mncsekuritas.id

Registered and Supervised By



FORM & AGREEMENT
SECURITIES OPENING ACCOUNT FOR INDIVIDUAL CLIENT

Client Name : _____

Client Code : _____

SID Number : _____

Branch : _____

Sales Code : _____

Head Office
PT MNC SEKURITAS
MNC Financial Center 16th floor
Jl. Kebon Sirih No. 21 - 27
Central Jakarta, DKI Jakarta 10340
Indonesia

Telp : +62 21 - 2980 3111 (Hunting)
Fax : +62 21 - 3983 6899 (General)
Call Center : **(+62) 21 1 500 899** (Dial 3)
Email : callcenter.mncs@mncgroup.com
Website : www.mncsekuritas.id

Account Type :

- ☐ Regular
- ☐ Online Trading

Signature Specimen

Client's Signature

Client's Signature

The signature must be matched with the identity card

This column is filled in by PT MNC Sekuritas

Reviewed by:

Date_____
Customer Service_____
Compliance

CLIENT DATA

Full Name : _____
 Gender : ☐ Male ☐ Female
 Place and Date of Birth : _____
 Religion : _____
 Education : _____
 Passport No. : _____
 Valid Until : _____
 Nationality : ☐ Indonesia ☐ Foreign Citizen (Please mention) : _____
 Tax ID Number : _____
 Address : _____
 (as stated in your ID) City : _____
 Country : _____ Zip Code: _____
 Residential address : _____
 City : _____
 Country : _____ Zip Code: _____
 Home Phone No. : _____
 Fax. Number : _____
 Mobile No. : _____
 E-mail Address : _____
 (for correspondence purpose)
 House Ownership Status : ☐ Owned ☐ Rented ☐ Other (Please mention) : _____
 Marital Status : ☐ Married ☐ Single ☐ Other (Please mention) : _____
 Mother's Maiden Name : _____

EMPLOYMENT DATA

Occupation : ☐ Student ☐ Civil Servant ☐ Private Employee ☐ Teacher ☐ Retired
☐ Entrepreneur ☐ Housewife ☐ Army/ Police ☐ Other : _____
 Company Name : _____
 Office Address : _____
 City : _____
 Country : _____ Zip Code: _____
 Office Phone No. : _____
 Fax. Number : _____
 E-mail Address : _____
 Line of Business : _____
 Working Period : _____
 Position : _____
 Gross Annual Income Detail : ☐ <USD 3,600 ☐ USD 3,600 - USD 7,200 ☐ USD 7,200 - USD 18,100
☐ USD 18,100 - USD 36,300 ☐ USD 36,300 - USD 72,700 ☐ >USD 72,700
 Source of Additional Income : _____
 Additional Income : ☐ <USD 3,600 ☐ USD 3,600 - USD 7,200 ☐ USD 7,200 - USD 18,100
☐ USD 18,100 - USD 36,300 ☐ USD 36,300 - USD 72,700 ☐ >USD 72,700

SPOUSE'S/ PARENT'S DATA

Full Name : _____
 Relationship : _____
 Passport No. : _____
 Valid Until : _____
 Nationality : ☐ Indonesia ☐ Foreign Citizen (Please mention) : _____
 Residential address : _____
 City : _____
 Country : _____ Zip Code: _____
 Home Phone No. : _____
 Fax. Number : _____
 Mobile No. : _____
 Occupation : ☐ Employee ☐ Entrepreneur ☐ Others (Please mention) : _____
 Company Name : _____
 Office Address : _____
 Line of Business : _____
 Working Period : _____
 Period of Business : _____
 Position : _____

Initial _____

FINANCIAL & INVESTMENT BACKGROUND

No.	Name of The Bank / Branch	Account Name	Account Type	Account Number
01.				
02.				
03.				

Main Source of Funds :

☐ Salary
 ☐ Inheritance
 ☐ Deposit
 ☐ Investment
 ☐ Business Profit
 ☐ Loan
 ☐ Pension Fund
 ☐ Interest
 ☐ A Grant from Parents / Children
 ☐ Lottery
 ☐ A Grant from Husband or Wife
 ☐ Capital
 ☐ Others : _____

Beneficial Owner

☐ Personal
 ☐ Another Party : _____

Investment Purpose

☐ Price Appreciation
 ☐ Revenue
 ☐ Speculation
 ☐ Long-Term Investment
 ☐ Others : _____

Investment Experience

☐ Stocks
 ☐ Others : _____

BANK ACCOUNT

Bank & Branch Name _____

Account No. _____

Account Name* _____

*) The account name has to be the same with the one used in Securities Opening Account and Client Fund Account

OTHER INFORMATION

- Do you have any relatives (including parents / siblings) working at PT MNC Sekuritas and/or affiliations?

☐ Yes
☐ No
 If Yes, Please mention :
 Name : _____
 Department : _____
- Do you have any relatives (including parents / siblings) working in securities company, Stock Exchange or other companies supervised by Indonesia Stock Exchange or Financial Services Authority, Bank, Insurance Companies or other similar financial institutions?

☐ Yes
☐ No
 If Yes, Please mention :
 Name : _____
 Company : _____
- Do you have relatives or family members (including parents/ siblings) who act as employees/ directors or having control over a prohibited public company or share ownership?

☐ Yes
☐ No
 If Yes, Please mention :
 Name : _____
 Company : _____
- Do you have 5% or more shares of a public company?

☐ Yes
☐ No
 If Yes, Please mention name of the public stock : _____
- Have you ever had an investment product account in PT MNC Sekuritas and/ or its affiliation?

☐ Yes
☐ No
 If Yes, Please mention : _____
 Account No. : _____
- I am hereby willing to receive the latest information about products and other benefits from MNC Group and its Partners in order to improve its service quality.

☐ Yes
☐ No

Initial _____

This Securities Opening Account Agreement is an integral and inseparable part of the Securities Account Opening Form made and signed by and between:

- PT MNC Sekuritas, a limited company established under the laws of the Republic of Indonesia domiciled in Jakarta, hereinafter referred to as "MNCS"
- MNCS client, whose data is mentioned on the Account Opening Form hereinafter referred to as "Client"

The parties hereby declare that they agree and commit to bind themselves to this Agreement with the following terms and conditions:

1. Appointment of MNCS

- 1.1. The Client hereby declares that all data and information provided/ contained in the Securities Opening Account Agreement Form (SOAAF) are true and accurate and the Client shall be responsible to notify every change in data and information as contained in this SOAAF and matters arising as the result of negligent action shall become the Client's responsibility.
- 1.2. The Client hereby submits the application to open a Securities Account at MNCS and appoints MNCS to act as a broker for each securities transaction conducted by the Client on the Stock Exchange and/ or outside the Stock Exchange through MNCS in accordance with the terms and conditions set by MNCS.
- 1.3. Opening and accepting this SOAAF by MNCS does not mean that MNCS approves the opening of a Securities Account. If MNCS rejects this FPPRE application, then MNCS does not need to provide a reason of rejection to the Client.

2. Risk Disclosure

- 2.1. Investment in the capital market contains financial risks. The price of stock owned by Client can increase which benefits the Client but can also decline which causes loss for the Client. In addition to price fluctuation, stock owned by the Client can lose its value and become worthless.
- 2.2. Every stock has different level of liquidity which can cause differences in bid and offer price in the market.
- 2.3. Global conditions in politics, economy, government policies and market trends may cause volatility in the capital market in Indonesia.
- 2.4. In some cases, it is possible for the Client to make orders hastily which may cause instruction error.
- 2.5. In some cases, it is possible that The Stock Exchange may suspend trading activities of a certain stock which do not enable the Client to buy/ sell the suspended stock.
- 2.6. Risk arising from electronic trading system and communication disruptions which cause unexecuted Client's order will be the Client's responsibility.
- 2.7. As a result of the above, the Client can experience partial or total loss of all fund invested by the Client in the capital market at any time.

3. Client Statement

- 3.1. The Client acknowledges and understands that selling and/ or buying transaction in the capital market involves high risk of loss, and may cause the Client to lose some or all the invested fund. Therefore, the Client declares that the Client fully understands the potential loss in the capital market investment and selling and/or buying transaction, and declares to take responsibility for all risks that may arise as a result of transactions through MNCS.
- 3.2. Client is aware that applicable Capital Market regulations or authorized parties in the Capital Market may require the MNCS to submit information about the Client. This also included the securities trading activities carried out by the Client and information about the Client as well as the Client's Securities Account activities to the authorized parties or to MNCS employees for operational purposes. In this regard, the Client hereby gives approval to the MNCS to submit information about them and the activities of the Client's Securities Account, without the need to notify or request prior approval from them, to the authorities or to the MNCS employees if necessary.
- 3.3. The Client acknowledges and understands that any trading recommendations or market information provided by MNCS for the Client cannot be interpreted as an advice to be used as a guide in Client's investment decision making and cannot be regarded as an offer to buy or an offer to sell stocks at a certain price.
- 3.4. The Client acknowledges and understands that the recommendations or market information in article 3.3 above, although obtained from a credible sources, maybe is incomplete, unverified and yet verified and can any time changing without advance notice. MNCS does not guarantee the truth or completeness of the information and/ or recommendations and MNCS is not irresponsible and cannot be held responsible for the use of information and/ or recommendation by the Client.
- 3.5. The Client declares that every investment decision, decision to buy and/or sell securities made by the Client is based on the Client's own judgment and decision. Therefore, the Client releases MNCS from responsibility for any losses, liabilities, charges, claims, expenses including but not limited to tax obligations, which may arise as a result of the Client's decision or as a result of implementing this agreement, and the Client will reimburse MNCS in full for all losses, liabilities, charges and expenses incurred or suffered by MNCS as a result of the Client's decision or the implementation of this agreement.
- 3.6. If necessary, MNCS may decide to execute securities transactions on behalf of the Client through brokers, agents or other parties and the Client hereby authorizes MNCS to do above and agrees to pay all transaction costs, any losses incurred, as the result of a breach of contract from the brokers, agents or other parties..
- 3.7. The Client agrees and authorizes an officer appointed by MNCS to authorize the transaction if the Client is unable to sign a transaction order on a predetermined form but not limited to the authorization of order through recorded telephone or online chat media which can be used as an evidence by MNCS.
- 3.8. Client who will buy or sell securities for the benefit of other securities company, bank, insurance company, pension fund, or other financial institutions, must make a written statement containing, among others:
 - a). The Client agrees to guarantee the availability offunds and/ or securities for settlement before submitting sell or buy order; and
 - b). If the Client cannot provide funds and/ or securities , the Clients agrees to bear and replace all losses incurred due to failure to complete the transaction settlement date.

4. Client Requirements and Obligations

- 4.1. The Client hereby declares and guarantees that the Client will not use the securities trading services provided by MNCS to commit law-violating actions, including but not limited to money laundering stipulated in Anti Money Laundering Act No. 15 Year 2002 and its amendments, and states that the Client is not involved in criminal or civil cases in court, both in the jurisdiction of the Republic of Indonesia and any other jurisdictions.
- 4.2. The Client must fill in Securities Opening Account Agreement Form (SOAAF) with correct and complete information and submit to MNCS all documents required in the SOAAF.
- 4.3. Any changes related to the information in the Securities Opening Account Agreement Form (including changes on the required documents) must be notified to MNCS in writing no later than 1 x 24 hours after the change occurs. MNCS shall not and cannot be held responsible for any errors or mistakes caused by failure to such changes to MNCS.
- 4.4. If the Client cannot be contacted due to changes of address and / or phone number and the Client fails to report to MNCS, MNCS has the right to close the Client's Securities Account.
- 4.5. The Client is required to open a sub Securities Account at the Depository and Settlement Institution if the Client has securities at MNCS in accordance with prevailing regulations.
- 4.6. The Client is required to open a Client Fund Account at a bank appointed by MNCS, which will be used as an account for receiving funds and making payment from and for the Client's stock transactions.
- 4.7. If the Client submits a deposit in the form of money or stocks on the date specified by MNCS on the Customer's securities account, especially deposit of shares at :
 - a). Margin Securities Account - MNCS has the right to fully determine stocks and the stock value which can be used as collateral for adequacy of the transaction limit.
 - b). Regular/ Online Trading Securities Account - MNCS will fully accept the stocks and determine the value that can be a deposit or adequacy of the transaction limit.
- 4.8. If the Client fails to put a deposit until the specified date, MNCS has the right to cancel the securities opening account approval that has been given.
- 4.9. Identification of the Client's signature on letters relating to orders or other documents will refer to the sample signature in the specimen in the Securities Opening Account Agreement Form, which is an integral part of the mandatory requirements for opening a Securities Account at MNCS. MNCS may act based on the Client's signature on the form and MNCS is released from any responsibility as a result of this action.

5. Client's Transaction

- 5.1. The Client can conduct securities transactions after the proposed Securities Account has been approved by MNCS and MNCS has received the collateral deposited in the Client's Fund Account.
- 5.2. The Client agrees that the Client's transaction shall never exceed the transaction limit set by MNCS based on the collateral deposited by the Customer. The transaction limit may change from time to time changes according to the Client's collateral value at MNCS and MNCS is not obliged to notify changes of the transaction limit to the Client.
- 5.3. The Client hereby agrees that in order to guarantee the fulfillment of the Client's obligations to MNCS, MNCS may use the securities and/ or funds in the Client's Fund Account and the Client's Securities Account as collateral.

Initial _____

- 5.4. MNCS is given the authority to credit sales proceeds, exchange or delivery of the Client's Securities into the Customer's Fund Account or Customer Securities Account, and debit any payment of commissions, fees, fees, compensation, fines, and repayment of other MNCS obligations into the Fund Account Customer or Customer Securities Account.
- 5.5. If the Client's securities account shows a negative balance in stocks that have been sold (short sell) through MNCS at a specified time, MNCS is entitled to buy the stocks without further approval/ notice from the Client and all the expense will be charged to the Client's securities account.
- 5.6. The Client is entitled to request a report and/ or test the compatibility of the balance of the Client's Securities Account in MNCS bookkeeping with the client's securities balance in the Sub Securities Account at the Depository and Settlement Institution.
- 5.7. If the Client intends to withdraw/ transfer the stocks in the collective custody at MNCS through the Depository and Settlement Institution, the Client must submit written notification to MNCS, and MNCS will submit a request for transfer of shares to the Depository and Settlement Institution. The Client is obliged to pay and authorize MNCS to pay all costs incurred related to the withdrawal/ transfer of shares from the collective custody.
- 5.8. The Client can give instructions in conducting buy, sell, amend, and cancellation transactions for and on behalf of the Client to MNCS officers based on written and oral instructions.
- 5.9. MNCS has the right to refuse to carry out the Client's transaction instructions in the form of written instructions or verbal instructions if:
 - a). The balance of stocks and / or fund in the Client's Fund Account or Client's Securities Account is not sufficient.
 - b). The implementation of these instructions causes the Client's trading limit to be exceeded.
 - c). Client's transaction instructions are contrary to the Capital Market Regulations and/ or;
 - d). There is an indication of law violation relating to the Client's transaction in article 4.1. Securities Opening Account Agreement.
6. The Client will pay the net stock purchase including the calculation of effective transaction commission fee on the MNCS account through Client's Fund Account by MNCS not later than the T + 2 exchange days (two trading days from the date of the net purchase transaction) at 11.00 AM. On the other hand, in the case of net selling transaction, MNCS will deposit funds including the calculation of transaction commission fees on the T + 2 (two trading days from the date of the net selling transaction) to the Client's fund account (not applicable for Sharia Client).
7. The system will automatically stop the Client's buying transaction (Suspend Buy) by latest T + 3 exchange days and authorize MNCS for Forced Selling if the Client fails to make payment in order to close the Client's debt position by latest T + 4 exchange days. If the transaction from the Forced Sales of shares is still insufficient to cover the remaining Client's debt due to any form of loss, commission fees and fines incurred, it is fully the Client's obligation to repay it based on the calculation submitted by MNCS within a predetermined time period (not applicable for Sharia Client).
8. The Client agrees to the procedure of Forced Selling as referred to in Article 7 above, which will be conducted by MNCS in each market in the trading system on the Indonesian Stock Exchange. Forced Selling will be conducted based on the last stock bought by the Client and/ or the smallest liquidity value in the Client's portfolio (not applicable for Sharia Client).
9. The funds from Forced Selling will be used for settlement of liabilities as a deposit for settlement of transactions plus the imposition of fine per day from the total transaction settlement obligation calculated from the due date of transaction settlement (T + 2) up to the time of execution (not applicable for Sharia Client).
- 10. Payment Transaction**
 - 10.1. For each stock transaction which has been done, the Client agrees to pay commission/ transaction fee, in a certain percentage of the transaction value or commission/ minimum fee in the amount determined by MNCS, whichever is higher, tax and fee costs if there is any.
 - 10.2. The amount of fees mentioned in article 10.1 above will be determined by MNCS and notified to the Client and may change at any time by MNCS with notification to the Client.
 - 10.3. Payments from the Client for each stock buying transaction must be available in sufficient amount in the Client's Fund Account according to the prevailing regulations. If MNCS has not received payment for the Client's transaction by that time, MNCS has the right to charge to the Client's securities account without the need for prior approval from the Client (not applicable for Sharia Client).
 - 10.4. Any late payment referred to in article 10.3 will be subject to a penalty which is calculated on daily basis with amount determined by MNCS based on the amount of outstanding that must be paid by the Client since the due settlement date of T + 2. The penalty may change at any time in accordance with MNCS policy (not applicable to Sharia Client).
 - 10.5. If the proceeds of the sale of the above securities are insufficient to settle the Client's obligations, then the MNCS will send a notification of the sale and the status of the Client's liability, as well as requesting the Client to immediately pay off his obligations (not applicable for Sharia Client).
 - 10.6. If the Client's securities account shows a negative balance, MNCS has the right to use the securities in the Client's securities account to be used as collateral for bank loans or other financial institutions (not applicable for Sharia Client).
 - 10.7. MNCS has the right to charge every transaction made by the Client with the fees mentioned in article 10.2 above and debit it directly from the deposit submitted by the Client or from the payment that will be received by the Client.
 - 10.8. Payment from sell transaction will be transferred by MNCS on the specified day to the Client's Fund Account or the Client's Securities Account.
 - 10.9. The cost of bank fees arising from transaction, dividend payment and so on, will be charged to the Client.
- 11. Notice, Confirmation and Reporting**
 - 11.1. MNCS does not guarantee settling transactions of unwarranted stocks and separated transactions based on the Financial Services Authority, the Indonesia Stock Exchange, and Indonesia Clearing and Guarantee Corporation regulation.
 - 11.2. MNCS will inform unwarranted stocks and separated transactions to the Client after receiving information from the Financial Services Authority, the Indonesia Stock Exchange, and Indonesia Clearing and Guarantee Corporation regulation.
 - 11.3. MNCS will deliver any notification, trade confirmation and statement of account as well as possible.
 - 11.4. MNCS will deliver trade confirmation to the Client at the end of the same of the same working day, or the next working day by mail or facsimile or email and also statement of account at the beginning of the following month.
 - 11.5. MNCS shall be entitled to make corrections toward the trade confirmation and/ or statement of account sent by MNCS if there is incorrect record, and such correction will be notified to the Client.
 - 11.6. If the Client has any objection to the trade confirmation and/ or statement of account, the Client must notify MNCS in writing within 1 x 24 hours for the trade confirmation and within 3 x 24 hours for the statement of account from the delivery date of the document. If the Client does not submit a written objection to the trade confirmation and/ or statement of account within the time period, the Client is deemed to have agreed to the content of the confirmation and/ or statement.
 - 11.7. All notifications, instructions and communications to the MNCS or to the Client may be conducted in writing or verbally, as well as electronically (including but not limited to e-mail or facsimile). Any notification of instructions or other communications, if made in writing/ electronically:
 - a). From MNCS, shall be sent from MNCS through the address and/ or facsimile number or e-mail specified by MNCS.
 - b). To the Client, shall be sent in writing to MNCS through the address or fax number or e-mail as written in the Securities Opening Account Agreement Form.
 - 11.8. Evidence of submission or delivery by MNCS to the Client at the address or fax number or e-mail referred to above will be a binding evidence of receipt by the Client on the following date:
 - a). in the case of a letter, one day after the delivery date.
 - b). in the case of e-mail or facsimile on the delivery date.
 - 11.9. All notices, instructions or other communications made verbally without using recorded telephone must be confirmed in writing as soon as possible.
 - 11.10. MNCS is not obliged to notify any corporate action of issuers whose stocks owned by the Client, but MNCS can provide information about the corporate actions to the Client.
 - 11.11. MNCS is obliged to provide access to information to the Client which enables the Client to directly monitor the fund mutation and / or deposit in the sub securities account under the Client's name at the Depository and Settlement Institution.
 - 11.12. MNCS notifies that all forms and contents of this agreement are valid and binding also for the Client of Regular Online Trading securities account.

12. Authorization to MNCS

The Client hereby authorizes MNCS with the right of substitution to act for and on behalf of the Client to:

- 12.1. Buy and sell stocks, transfer, submit and receive securities certificates or other evidence of ownership of securities in other forms, receive and make payments related to Client's securities transactions.
- 12.2. To open a sub-account and Single Investor Identification for and on behalf of the Client with Central Securities Depository and Settlement. And the obligation of MNCS to implement power of attorney to open a sub-account and Single Investor Identification for and behalf of the Client.
- 12.3. To open a Client's Settlement Account with the Bank determined by the MNCS. The power of attorney conferred by the Client to the MNCS herein forms an important and integral part of this Agreement, as in the regulation related of Bapepam & LK No. V.D.3.
- 12.4. To fill out a Stock Purchase Order Form, but not limited to the order process, as well as the handling of documents related to Initial Public Offering (IPO).

13. Client Hereby Agrees To :

- 13.1. Initial deposit to deposit either cash or stocks whose value is accordance with provisions set by MNCS.
- 13.2. Any proceeds from sell transaction/ dividend will be transferred to the Client's Settlement Account that has been designated by MNCS.
- 13.3. Pay a commission fee on the transaction (buy/sell) to MNCS which is determined by the MNCS from time to time via direct deduction from the Client's settlement account.
- 13.4. Pay taxes incurred by the transaction, market information and OTC fee.
- 13.5. Pay bank fees arising from transaction, dividend payment, and so on.
- 13.6. That all the Client's obligation on the costs and/ or taxes aforementioned, the Client hereby gives irrevocable power to MNCS to deduct directly from the Client's Settlement Account. And therefore this approval is valid as lawful proxy.
- 13.7. That any withdrawal of funds from the Client's Settlement Account must be transferred to the Client's name and bank account in accordance to the Securities Opening Account Agreement Form.
- 13.8. That any withdrawal of funds from the Client's Settlement Account must be conducted using fund withdrawal form with the following conditions:
 - a). If the fund withdrawal instruction has been received by MNCS Finance Division, the fund transfer will be received by the Client on the next day.
 - b). If the bank account is different from the Client's Settlement Bank Account, the fund will be effective in the destination account in accordance with the interbank clearing process.
- 13.9. That any order instruction carried out through recorded phone call (fixed line) , e-mail or correspondence, and recording document of order is acknowledged by Client as legally valid evidence That any order instruction carried out through recorded phone call (fixed line) , e-mail or correspondence, and recording document of order is acknowledged by Client as legally valid evidence.

14. Amendment and Termination

- 14.1. Any matter that has not been regulated under this agreement will be further regulated by MNCS.
- 14.2. MNCS has the right to modify, terminate, revise or add the content of this agreement without prior notice to the Client. If there are changes, improvements or additions made to the content of this agreement, the Client will be informed.
- 14.3. This agreement may be terminated at any time by either MNCS or the Client with written notice. If the agreement is terminated by MNCS, MNCS will send Securities Account Closing notification along with the details of the rights that the Client will receive or the obligations that must be fulfilled by the Client (if any).
- 14.4. If this agreement is terminated, all rights of Clients both in the form of cash or stocks owned by the Client will be submitted and/ transferred to the Client and/or bank account specified by the Client after deducting all the Client's obligation to MNCS.
- 14.5. The Client is obliged to settle/ fulfill their obligations to MNCS at a specified time after the notification of the Securities Account Closing by MNCS. MNCS has the right to use the fund in the Client's Settlement Account or other forms of collateral and liquidate the Client's stock at MNCS to settle the Client's obligation if after such period of time the Client has not fulfilled the obligation.
- 14.6. If this agreement is terminated, all rights of Clients both in the form of cash or stocks owned by the Client will be submitted and/or transferred to the Client and/or bank account specified by the Client after deducting all the Client's obligation to MNCS.
- 14.7. MNCS and Client hereby release the provisions of article 1266 of the Indonesian Civil Code regarding this agreement termination.
- 14.8. MNCS has the right to close the Client's securities account if the balance of account is nil within 6 (six) consecutive months.

15. Force Majeure

- 15.1. MNCS is not responsible for any failure or delay in providing its services based on this Agreement caused directly or indirectly by matters relating to circumstances beyond MNCS capacity and control (force majeure) including but not limited to war whether declared officially or unofficially, rebellion, fire, flood, earthquake, nuclear and/or radio disaster, riot, sabotage, terrorism, strike, changes in government policy, damage or failure of shipments, changes in capital market or government monetary policy, technical failure and/or non-functioning trading system, clearing, guarantee, and settlement as well as the banking authorization system.
- 15.2. During the force majeure, MNCS will notify the Client with reasonable facilities if possible, no later than 3 x 24 hours from the occurrence of force majeure or within a reasonable time. Losses and costs suffered by one party as a result of the circumstances mentioned above, will not be charged to the other party.

16. Miscellaneous

- 16.1. This Agreement and all related documents are subject to the law of the Republic of Indonesia.
- 16.2. If there are changes in regulations of Financial Services Authority, The Indonesia Stock Exchange, The Indonesia Central Securities Depository, The Indonesia Clearing and Guarantee Corporation, Indonesian Financial Transaction Reports and Analysis Center, and other regulators that change the substance of some or the entire article, the article will refer to the latest applicable laws. The Client must sign each addendum of the article.
- 16.3. If there is any dispute regarding this Agreement, MNCS and Client agree to settle disputes through deliberation for consensus. If there is no mutual consensus within 30 (thirty) days, MNCS and Client agree to settle disputes through the arbitration of the Indonesia Capital Market Arbitration Board (BAPMI).
- 16.4. If a provision in this Agreement is no longer applied or implemented, other provisions in this Agreement shall prevail.
- 16.5. Regarding any purpose including law suit, written statement from MNCS officials about the amount of money or outstanding that will be due and/or must be paid to MNCS, will be binding evidence for the Client.

For Online Trading Users – MNC Trade

17. For using online trading system, MNCS will provide Access Code to Client, such as User ID, Password, PIN and regarding this, Client declares that:
 - 17.1. Client will take full responsibility and release MNCS from any lawsuit regarding the delivery of User ID, Password, and PIN through e-mail or Short Messaging Service (SMS) which data has been registered in the Securities Opening Account Agreement Form under the Client's name.
 - 17.2. Client will keep, maintain and secure User ID, Password, and PIN given by MNCS to access the online trading facility.
 - 17.3. Client will not misuse User ID, Password, and PIN, so client is obliged to change Password and PIN after receiving ID, Password, and PIN from MNCS to maintain security and transaction confidentiality from others/ third party. If Client does not change Password and PIN, the Client is fully responsible for any misuse of User ID, Password, and PIN.
 - 17.4. Client will bear loss due to a wrong transaction order and misuse of Client's securities account through User ID, Password, and PIN.
18. Online trading facilities provided by MNCS for client is an integrated system. The facilities include news, data, facts, views and opinions, individual and organization recommendations in services and/ or product. Information contained in MNC Trade is obtained from various sources believed to be reliable but can be changed or updated anytime without any prior notice to Clients. None of the information is a request from MNCS to Client to buy or sell a certain stock at a certain amount or price.
19. The online trading system automatically regulates provision on maximum transaction value that can be executed by Client.
20. Clients can check portfolio or the amount of fund in the Client Fund Account at any time.

Initial _____

21. Regarding order input by Client through online trading system:

- 21.1. Client hereby is responsible for the transaction settlement and hence there is no need of Client's signature.
- 21.2. In terms of "Automated Ordering" in the online trading system, Client has fully understood how to use it in accordance with order scenario of "Automated Ordering".
- 21.3. In terms of "Automated Ordering" in the online trading system, Client has understood and accepted all risks arising from the use of "Automated Ordering".
- 21.4. Client has understood actions needed to overcome risks arising from non-functioning "Automated Ordering".
- 21.5. In terms of "Automated Ordering" in the online trading system, Client declares that it will not be misused for market manipulation.

22. MNCS has the right to monitor, limit and stop client access to online trading any time without prior notice and without providing any reason, including but not limited to system maintenance and improvement, a violation of the provision as regulated in this agreement or other agreement between MNCS with Client and/ or use of User ID, Password, and PIN by unauthorized party. To perform re-activation for the service access mentioned above, Client can notify MNCS using email notification in online trading system by data verification beforehand or re-registration by contacting MNCS.

23. Client hereby releases MNCS from any responsibility for damages and harm arising either directly or indirectly from the use of online trading system facilities - MNC Trade caused by all distraction, error removal, operation or transmission delay, computer virus, communication breakdown, theft or destruction, illegally-obtained, changed or the use of information.

24. Client is responsible for all costs (including but not limited to the cost of legal counsel), claims, damage (including but not limited to any indirect damage, accidental damage or any specific damage), loss (including but not limited to loss of income) or other liability because of Client's incompetence in using the online trading system of MNC Trade (for example inability to cancel orders), including but not limited to access restriction or system trouble.

25. MNCS is not responsible for any delay in Client's order to purchase, sell, change stocks where order requires confirmation from authorized party prior to events or other causes beyond MNCS control. When market changes rapidly, MNCS will carry out Client's order by best effort. Facing unusual market change and high trading volume, MNCS in its discretion, may limit Client's order execution.

26. **Market Info Fee of Online Trading - MNC Trade**

26.1. Client who has a securities account with online trading facilities must pay market info fee (Interactive Access from the Indonesia Stock Exchange SP00218 / BEI.HKM / 12-2009) each month with amount and conditions set by MNCS.

26.2. MNCS has the right to change the amount if necessary.

26.3. MNCS is entitled to debit market info fee from Client's Fund Account or securities account as stated in Article 13.6.

27. MNCS is fully entitled to update, revise, or change provision in this Online Trading terms and conditions and/or change or stop a part/ feature of MNC Trade without prior notice to Client.

I have read and fully understood terms and conditions regarding the Securities Opening Account and I agree to obey all the conditions including the Addendum.

Date _____ :

Client

PT MNC Sekuritas

*Stamp Duty
IDR 6000,-*

Name :

Director

Equity Coordinator

CHECKLIST KELENGKAPAN DATA & DOKUMEN / Data & Document Checklist

- | | |
|---|--|
| <input type="checkbox"/> FORMULIR & PERSETUJUAN PEMBUKAAN REKENING EFEK | <input type="checkbox"/> FOTOCOPY KTP / PASPOR & KITAS |
| <input type="checkbox"/> PERJANJIAN PEMBUKAAN REKENING EFEK | <input type="checkbox"/> FOTOCOPY NPWP / SURAT PERNYATAAN TIDAK ADA NPWP |
| <input type="checkbox"/> CONTOH TANDA TANGAN | <input type="checkbox"/> FOTOCOPY KARTU MAHASISWA |
| <input type="checkbox"/> FORMULIR PEMBUKAAN REKENING DANA NASABAH (RDN) | <input type="checkbox"/> FOTOCOPY COVER BUKU TABUNGAN |
| <input type="checkbox"/> FORMULIR SURAT KUASA RDN | <input type="checkbox"/> FOTOCOPY BUKTI TRANSFER DANA / SAHAM |
| <input type="checkbox"/> LAIN - LAIN : | <input type="checkbox"/> LAIN - LAIN : |

Rekomendasi Equity Sales / Equity Sales Recommendation

Saya mengajukan Formulir Pembukaan Rekening Efek ini untuk disetujui, dan saya menyatakan bahwa informasi yang disajikan oleh pemegang rekening adalah benar, akurat dan lengkap. Rekening efek ini di bawah administrasi saya dan saya bertanggung jawab atas rekening ini.

I submit this securities account for approval and I certify that the information presented by the account holder is true, accurate and complete. The securities account is under my administration and I am responsible for this account.

Nama Nasabah : _____
(Client Name)
Kode Nasabah : _____
(Client Code)
No. SID : _____
(SID Number)
Cabang : _____
(Branch)

Komisi Fee Yang Diusulkan : _____ **Setoran Awal Yang Diusulkan** : _____
(Recommendation Fee Commission) (Recommended Initial Deposit)
Batas Trade Limit Yang Diusulkan : _____ **Keterangan** : _____
(Recommended Trading Limit) (Note)

(Sales / Marketing Equity) Tanda Tangan (Signature) Tanggal (Date)

Mengetahui,
Acknowledged by,

Pertimbangan Usulan Komisi Fee : _____
(Consideration of Commission Fee)

Pertimbangan Usulan Trade Limit : _____
(Consideration of Limit)

Lainnya : _____
(Others)

Kepala Cabang / Branch Manager Customer Service Head of Equity Risk Management Compliance

DATA INPUT

Diinput Oleh / Entry by : _____ **Diperiksa Oleh / Checked by** : _____
Tanggal Input / Input Date : _____ **Tanggal Periksa / Check Date** : _____

Menyetujui / Approved by,

Direktur / Director

**SURAT PERNYATAAN/STATEMENT LETTER
TELAH MELAKUKAN FACE TO FACE/
FACE-TO-FACE MEETING**

Yang bertanda tangan di bawah ini/ *The undersigned below* :

Nama/*Name* :
No. KTP/*Identity Number* :
Pekerjaan/*Occupation* : *Sales/Marketing PT MNC Sekuritas*

Dengan ini saya menyatakan bahwa dalam melakukan proses pembukaan rekening efek, saya telah melaksanakan pertemuan langsung (*face to face*) dengan calon Nasabah atau Nasabah sebagaimana yang dipersyaratkan dalam POJK No. 12/POJK.01/2017 tentang Penerapan Program Anti Pencucian Uang dan Pencegahan Pendanaan Terorisme di Sektor Jasa Keuangan.

I hereby declare that I have conducted a face-to-face meeting with prospective client or client in the process of securities account opening as required in POJK No.12/POJK.01/2017 about Application of Anti Money Laundering and Prevention of Terrorism Funding Program in Financial Services Sector.

Demikian pernyataan ini saya buat untuk dipergunakan sebagaimana mestinya.
Thus I made this statement to be used as it should.

Pemberi Pernyataan/ <i>Statement by</i>	Nasabah/ <i>Client</i>
Tgl./ <i>Date</i>	Tgl./ <i>Date</i>



MNC Financial Center 16th floor

Jl. Kebon Sirih No.21-27, Central Jakarta, DKI Jakarta 10340

Telp. +62 21 2980 3111 (Hunting)

Fax. 021 3983 6868

www.mncsekuritas.id