

APPLICATION & APPROVAL FORM OF
SECURITIES ACCOUNT OPENING
FOR INDIVIDUAL AND SHARIA CLIENT

motion  trade motion  trade
Syariah



Call Center
1 500 899 (tekan 3)

Member of MNC Financial Services

Terdaftar dan diawasi oleh



APPLICATION & APPROVAL FORM OF SECURITIES ACCOUNT OPENING FOR INDIVIDUAL AND SHARIA 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

Jakarta Pusat - 10340

Telp : 021 - 29803111 (Hunting)

WA : +62 888 8000 005

Fax : 021- 39836899

Call center : 1500-899 (push 3)

Email : callcenter.mncs@mncgroup.com

Website : www.mncsekuritas.id

Types of Account :

- Regular
- Online Trading
- Sharia
- Sharia Online Trading (OT)

SIGNATURE SPECIMEN

Client Signature

Client Signature

Signature must be identical with the one used on ID card

This column is to be filled by PT MNC Sekuritas

Date Customer Service Compliance

CLIENT DATA

Full Name : _____

Sex : Male Female

Place & Date of Birth : _____

Religion : _____ Education: _____

ID Number : _____

Valid Through : _____

Nationality : Indonesian Foreigner (Specify) : _____

Tax Registration Number : _____

Address : _____

Postal Code : _____ Country : _____

Home Phone Number : _____

Fax Number : _____

Mobile Phone Number : _____

Email (for correspondence) : _____

Status of Current Residence : Self-owned property Lease Other (specify) : _____

Marital Status : Married Single Other : _____

Biological Mother's Name : _____

EMPLOYMENT DATA

Current Job : Student Entrepreneur Civil Servant Teacher Private Employee Retired
 Housewife Military/Police personnel Other : _____

Company Name : _____

Company Address : _____

Office Phone Number : _____

Fax Number : _____

Email : _____

Line of Business : _____

Working Period : _____ Length of Self-employment : _____

Position : _____

Annual Income : < IDR 50.000.000 IDR 50.000.000 - IDR 100.000.000 IDR 100.000.000 - IDR 250.000.000
 IDR 250.000.000 - IDR 500.000.000 IDR 500.000.000 - IDR 1.000.000.000 > IDR 1.000.000.000

Source of Extra Income : _____

Extra Income : < IDR 50.000.000 IDR 50.000.000 - IDR 100.000.000 IDR 100.000.000 - IDR 250.000.000
 IDR 250.000.000 - IDR 500.000.000 IDR 500.000.000 - IDR 1.000.000.000 > IDR 1.000.000.000

SPOUSE / PARENT DATA

Full Name : _____

Family Relationship : _____

ID Number : _____

Valid Through : _____

Nationality : Indonesian Foreigner (specify) : _____

Address : _____

Postal Code : _____ Country : _____

Home Phone Number : _____

Fax Number : _____

Mobile Phone Number : _____

Current Job : Employee Entrepreneur Other : _____

Company Name : _____

Company Address : _____

Line of Business : _____

Working Period : _____

Self-employed Period : _____

Position : _____

Initials: [.....]

FINANCIAL & INVESTMENT BACKGROUND

No.	Name of Bank & Branch	Name of Account Holder	Type of Account	Account Number
1.				
2.				
3.				

Main Source of Funds : Salary Heritage
 Time Deposit Investment Return
 Business Profit Loan
 Pension Fund Interest
 Grant from Parent/Children Lottery
 Grant from Spouse Capital Other: _____

Beneficial Owner : Myself
 Other party: _____

Investment Objective : Price Appreciation Income
 Speculation Long-term Investment
 Other: _____

Investment Experience : Stocks
 Other: _____

BANK ACCOUNT

Name of Bank & Branch : _____
 Account Number : _____
 Name of Account Holder* : _____

*) Name of account holder must be the same as the name used for the registration of securities account and/or client fund account

OTHER INFORMATION

- Do you have family member (including parent/sibling) who works with PT MNC Sekuritas and/or its affiliates?
 Yes No
 If Yes, please specify
 Name : _____
 Division : _____
- Do you have family member (including parent/sibling) who works for other securities company, stock exchange, company regulated by Stock Exchange/Financial Services Authority (OJK), bank, insurance company or other similar financial institution?
 Yes No
 If Yes, please specify
 Name : _____
 Company : _____
- Do you have family member (including parent/sibling) who is an employee, director or controlling shareholder at a public-listed company or prohibited shares?
 Yes No
 If Yes, please specify
 Name : _____
 Company/Institution : _____
- Do you own 5% or more shares in a public-listed company?
 Yes No
 If Yes, please specify the stock ticket symbol _____
- Do you own account of investment product at PT MNC Sekuritas and/or its affiliates?
 Yes No
 If Yes, please specify : _____
 Account Number : _____
- Are you willing to receive the latest information on the benefits of other products from MNC Group & Partner to improve the quality of service?
 Yes No

Initials: [.....]

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

- PT MNC Sekuritas, a limited liability company incorporated under the laws of the Republic of Indonesia, domiciled in Jakarta, hereinafter shall be referred to as "MNCSek"
- MNCSek client, whose personal data is provided in the Securities Account Opening Form, hereinafter shall be referred to as "Client"

Both parties hereby agree to enter into this agreement under the following terms and conditions:

1. Appointment of MNCSek

- 1.1 Client hereby declares that all the data and information provided/contained in this Application and Approval Form of Securities Account Opening (hereinafter referred to as "this Form") is true and accurate and Client is obliged to inform any changes in data and information provided in this Form and the Client shall bear the full responsibility for this.
- 1.2 Client hereby submit the application to open Securities Account with MNCSek as well as appointing MNCSek as broker-dealer for every securities transaction conducted by Client in Stock Exchange and/or outside the Stock Exchange pursuant to the terms and conditions set forth by MNCSek
- 1.3 The completion of this Form and receipt of which by MNCSek does not mean that MNCSek approves the Securities Account opening and should MNCSek reject this Form, MNCSek is not obliged to provide the reason for the rejection of Client application.

2. Notification of Risks

- 2.1 Investment in the capital market carries financial risks. Prices of securities can appreciate, delivering profits for Client; but it can also depreciate, causing loss to Client. Other than price appreciation and depreciation, the Securities owned by Client can lose its value and become worthless.
- 2.2 All Securities have different level of liquidity which can result in a difference between their offer prices and bid prices in the Stock Exchange.
- 2.3 Global political and economic conditions, as well as government policies and market trend, can cause volatility in Indonesia's capital market.
- 2.4 In certain situations, for example in a rush to place an order, Client may make mistake by placing a wrong order.
- 2.5 In certain situations, the Stock Exchange may suspend/halt trading of Securities owned/being sold resulting in Client unable to buy/resell said Securities.
- 2.6 The risks in electronic trading and communication disruption which lead to broker's failure to execute Client's order as instructed shall be the responsibility of the Client.
- 2.7 As a result of aforesaid situations, Client at any given time may suffer loss and lose the funds they invested in the Capital Market in part or in its entirety.

3. Client Declaration

- 3.1 Client understands and is fully aware that buying and/or selling Securities as well as investing in Capital Market can pose high risk of loss and as a result Client may lose the funds they invested, in part or in its entirety, thus Client declares that they are hereby fully aware of the risks of loss that they may face when investing in Capital Market and Securities buy and/or sell transactions, and assumes responsibility and is willing to bear all the risks that may arise as a result of transactions through MNCSek.
- 3.2 Client understands that prevailing Capital Market regulations or Capital Market authority can require MNCSek to provide information about Client along with Securities trading activities conducted by Client and information about Client Securities Account activities to the authority or MNCSek personnel for operational purpose. In this regard, Client hereby grants approval to MNCSek to convey information about Client Securities Account activities without having to first notify or obtain permission from Client, to the authority or MNCSek personnel when deemed necessary.
- 3.3 Client understands and is fully aware that transaction recommendation or information regarding the market condition given to Client by MNCSek shall not be used as guidance in making investment decision and shall not be regarded as an offer to buy or sell Securities at a particular price.
- 3.4 Client understands and is fully aware that recommendation and/or market information referred to in Article 3.3, even though it originates from credible sources, maybe incomplete, unverified and may change at any time without prior notice. MNCSek is unable to guarantee the veracity or completeness of the information and/or recommendation and MNCSek shall not be responsible or held liable for the use of said information and/or recommendation by Client.
- 3.5 Client declares that every investment decision to buy and/or sell Securities is made by Client based on their own consideration and decision and thus Client hold harmless MNCSek from any and all losses, liabilities, claims, suits, costs including but not limited to tax liabilities which may be suffered or incurred as a result of their decision or implementation of this Agreement, and Client shall indemnify any and all losses, liabilities, claims and costs suffered or incurred by MNCSek as a result thereof.

4. Client Obligations

- 4.1 Client hereby declares and guarantees that they will not use Securities trading service provided by MNCSek as means to conduct what can be classified as unlawful acts, including but not limited to money laundering as stipulated by Law No.8 Year 2010 and its amendment, as well as declares that they are currently not involved in any criminal or civil court case, neither within the jurisdiction of the Republic of Indonesia nor other countries' jurisdiction.
- 4.2 Client is obliged to fill out this Form accurately and completely, and submit all required documents specified in this Form to MNCSek.
- 4.3 Any change related to statement in this Form (including the completeness of required documents) has to be informed to MNCSek in writing at least 1x24 hours after the said change. Any mistake resulting from Client's failure to inform MNCSek about the change to their statement shall not be the responsibility of MNCSek.
- 4.4 Where Client is uncontactable due to change in address and/or telephone number and they fail to inform MNCSek thereof, MNCSek reserves the right to close Client Securities Account.
- 4.5 Client is obliged to open Securities Sub Account with Depository and Settlement Institution if they deposit Securities at MNCSek according to prevailing laws and regulations.
- 4.6 Client is obliged to open Client Fund Account at the Bank appointed by MNCSek, to be used as receiving account for Securities transaction payment.
- 4.7 Should Client make deposit in the form of funds or stocks on the date determined by MNCSek in Client Fund Account, and specifically for stocks in:
 - Securities Margin Account - MNCSek is fully entitled to determine the type of stocks and their value to be used as collateral to meet the transaction limit adequacy.
 - Securities Regular/Online Trading Account - MNCSek will receive the stocks in full and determine their value to be used as deposit or meet the transaction limit adequacy.
- 4.8 Should Client fail to make deposit until the date specified, MNCSek reserves the right to cancel the approval for this Securities Account opening application.
- 4.9 Identification of Client's signature in letters pertaining to transaction order or other documents will be conducted based on the specimen signature provided in this Form, which is an integral part of the general requirements to open Securities Account with MNCSek. MNCSek may take necessary action if the signature provided appears to be different than Client's signature specimen and MNCSek shall not be held liable for said action.

5. Client Transaction

- 5.1 Client can conduct securities transactions after the Securities Account opening application is approved by MNCSek and MNCSek has received deposit made by the Client in Client Fund Account.
- 5.2 Client agrees to conduct transactions not exceeding the maximum transaction limit set forth by MNCSek based on deposit made by the Client. The transaction limit value may from time to time change according to the value of collateral the Client has at MNCSek and MNCSek shall not be obliged to inform Client about the change in transaction limit.
- 5.3 Client hereby agrees that in order to ensure that they meet their liabilities to MNCSek, MNCSek can use the securities and/or funds in Client Fund Account or Client Securities Account as collateral.
- 5.4 MNCSek is authorized to credit any proceeds of sale, exchange, or delivery of Client's Securities to Client Fund Account or Client Securities Account and to debit every payment for commissions, costs, duties, indemnifications, fines, and payments of other liabilities from Client Fund Account or Client Securities Account.
- 5.5 Should Client Securities Account shows negative balance on stocks that have been sold (Failure to Deliver) through MNCSek at determined time, MNCSek can without Client's prior consent or without giving Client prior notice, buy the said stocks and impose the full transaction fees on Client Fund Account.
- 5.6 Client is, at any time, be entitled to request a report and/or verify the consistency between the Client Securities Account balance in MNCSek's book and Client's Securities balance in Securities Sub Account at the Depository and Settlement Institution.
- 5.7 Should Client intends to withdraw/transfer their Securities to collective deposit at MNCSek through the Depository and Settlement Institution, Client has to inform MNCSek in writing, and MNCSek will submit Securities transfer application to the Depository and Settlement Institution. Client shall be obliged to pay and authorize MNCSek to pay all fees incurred pertaining to Securities withdrawal/transfer from the collective deposit.
- 5.8 Client can, in writing or verbally, instruct MNCSek officers to conduct buy/sell transaction, and change the transaction for and on behalf of Client.
- 5.9 MNCSek is entitled to refuse to execute Client's transaction order, either in writing or verbally, when:
 - a. Balance of Securities and/or funds in Client Fund Account or Client Securities Account is insufficient.
 - b. The execution of the order leads to Client's trading limit being exceeded.
 - c. Client's transaction order violates Capital Market Regulations and/or;
 - d. There is an indication of law violation pertaining to Client transaction as stipulated in Article 4.1 of the Client Securities Account Opening Agreement.
6. Client shall pay funds for stock net purchase including effective commission to MNCSek's account through Client Fund Account at Bank appointed by MNCSek at the latest T+2 (two Trading Days from the date of net buy transaction) at 11.00 Western Indonesia Time (WIB). In the event of net sell, MNCSek shall pay proceeds from the net sell of Client's stock including the commission on T+2 (two trading days from the date of net sell) to Client Fund Account (not applicable to Sharia Client).
7. The system will automatically suspend Client's buy transaction by T+3 at the latest and authorize MNCSek to execute Forced Selling if Client fails to make payment in order to settle Client's liabilities by T+4 at the latest. If transaction from forced selling of Securities is still insufficient to settle the remainder of Client's liabilities due to any losses, commissions and fines incurred, the Client shall bear full responsibility to pay off their liabilities as calculated by MNCSek within the period determined (not applicable to Sharia Client).

Initials: [.....]

8. Client approves the procedures of Forced Selling as stipulated by Article 7 which MNCSek will execute in any market within the trading system of the Stock Exchange. The policy of Client Securities Account forced selling will be executed based on the last stocks purchased by Client and/or least liquid stocks in Client's portfolio (not applicable for Sharia Client).
9. The proceeds from Forced Selling will be used to settle Client's liabilities by using it as funds to settle net buy transaction plus daily fines imposed on total liabilities of transaction settlement from the due date of transaction settlement (T+2) up to the execution date as well as any other fees incurred (not applicable for Sharia Client).
10. Transaction Payment
 - 10.1 For every Securities transaction conducted, Client is obliged to pay commission/transaction fees at certain percentage of the transaction value or commission/minimum fees as determined by MNCSek, whichever is greater, as well as taxes and other fees if applicable.
 - 10.2 The fees in Article 10.1 shall be determined by MNCSek and informed to Client, the amount of which can be changed at any time by MNCSek with prior notice to Client.
 - 10.3 MNCSek is entitled to impose fees in Article 10.2 to every stock transaction conducted by Client and debit them directly from deposit made by Client or from payment the Client is entitled to receive.
 - 10.4 Client payment for every stock transaction must have been effective in Client Fund Account by the time stipulated by prevailing regulations. If, until the specified time, MNCSek has not received payment for Client's transactions, MNCSek reserves the right to impose the outstanding sum to Client Securities Account without having to obtain prior approval from the Client (not applicable for Syariah Client)
 - 10.5 For any delay in Article 10.3, daily fines will be imposed on Client as determined by MNCSek and be included in total liabilities the Client must pay off from the due date of transaction settlement (T+2) up to the time of execution. The daily fines can change at any time according to MNCSek policy (not applicable for Sharia Client).
 - 10.6 Should by the time stipulated by regulations, Client payment is yet to be received by MNCSek, MNCSek is entitled to refuse to execute Client's order, without prior notice, until Client pays off all their liabilities to MNCSek. MNCSek is entitled to forced sell Client's stock to pay off their liabilities.
 - 10.7 If the proceeds from the sale of securities above are insufficient to pay off Client's liabilities, MNCSek will send notification letter for the said sales and the status of Client's liabilities, as well as request Client to immediately pay off their liabilities (not applicable to Sharia Client).
 - 10.8 Payment of sell transaction will be transferred by MNCSek into Client Fund Account on the day specified. Should Client intends to transfer funds from Client Fund Account into Client Bank Account as provided in the account opening form, Client needs to fill out fund withdrawal form according to the format specified by MNCSek.
 - 10.9 Any fees chargeable by Bank from the payment of transaction proceeds, dividends and others will be imposed on Client.
11. Notification, Confirmation and Reporting
 - 11.1 MNCSek is unable to guarantee every transaction settlement that is included in unguaranteed Securities and separated transactions based on OJK, BEI and KPEI decisions.
 - 11.2 MNCSek will inform Client about Securities included in unguaranteed Securities and separated transactions after receiving information from OJK, BEI and KPEI.
 - 11.3 MNCSek will provide Client transaction confirmation by the end of the same working day, or the next working day to send confirmation via letter or facsimile or email and also provides report on Client Securities Account on the first day of the following month.
 - 11.4 MNCSek is entitled to revise transaction confirmation and/or Securities Account report that it has provided when it is found out that there is a mistake in the record, and Client shall be informed of the revision.
 - 11.5 Should Client have any objection to content of the confirmation and/or Securities Account report, Client has to inform MNCSek in writing within 1x24 hours for transaction confirmation and within 3x24 hours for Securities Account report since the date of the document is delivered. Should Client do not raise an objection in writing on transaction confirmation and/or Securities Account report within the said period, Client is deemed to have agreed to the content of confirmation and/or said report.
 - 11.6 All notifications, orders and communication to MNCSek or to Client can be conveyed either in writing or verbally, or through electronic means (including but not limited to email or facsimile). When notification of instruction or other communication is conveyed in writing or electronically:
 - a. MNCSek shall send it through facsimile or email determined by MNCSek.
 - b. MNCSek shall send it to facsimile number or email as provided by Client in this Form or other address when the change is informed in writing to MNCSek.
 - 11.7 All notifications, orders or communication of submission or delivery by MNCSek to Client at the address or facsimile number or email provided above will serve as a credible and binding proof of receipt by Client on the date as follow:
 - a. By letter, one day after the delivery date.
 - b. By email or facsimile, on the delivery date.
 - 11.8 All other notifications, orders or communication conveyed verbally by Client without using telephone call recording function will have to be confirmed in writing by Client.
 - 11.9 MNCSek is not obliged to notify Client about corporate actions of issuers of Securities owned by Client, but MNCSek can provide information on the said corporate actions to Client at MNCSek office.
 - 11.10 MNCSek is obliged to provide access to information to Client to enable them to directly monitor transactions history and/or funds deposited in Securities Sub Account under the Client's name at the Depository and Settlement Institution.
 - 11.11 MNCSek shall inform that all form and content of this Agreement is also applicable and binding to Client of Online Trading Regular Securities Account.
 - 11.12 MNCSek shall inform Client the position of negative balance in Regular Securities Account by T+3 at the latest or one day after the agreed date of settlement for transaction outside the Stock Exchange, and request Client to immediately close the position of said negative balance.
12. Authorization to MNCSek

Client hereby grants authorization to MNCSek with the right of substitution to act for and on behalf of Client to:

 - 12.1 Buy and sell Securities, transfer, submit and accept Securities certificate or proof of ownership of Securities in other forms, accept and make payment pertaining to Client's Securities transactions, withdraw deposit and sell Securities owned by Client in the event of delay in payment as stipulated by Article 7 & 10.5 by debiting Client Fund Account at appointed Bank.
 - 12.2 Open Securities Sub Account as well as obtain Single Investor Identification (SID) Number under the Client's name.
 - 12.3 Open Client Fund Account under the Client's name at Bank appointed by MNCSek. This authorization is an integral and inseparable part of this Agreement, according to POJK 50/POJK.04/2020.
 - 12.4 Fill out Stock Order Purchase Form, but not limited to order process, as well as to handle relevant documents to purchase Initial Public Offering (IPO) shares.
13. Client hereby agrees
 - 13.1 To make an initial deposit either in cash or Securities whose value is determined based on MNCSek's provisions.
 - 13.2 Any proceeds of sell transaction/interest/dividends to be transferred to Client Fund Account at Bank appointed by MNCSek or directly transferred to client account (as provided in this Form).
 - 13.3 Pay transaction commission to MNCSek for sell/buy transaction, the amount of which is determined by MNCSek from time to time by deducting it directly from Client Fund Account.
 - 13.4 Client shall be responsible to pay all taxes incurred by the transaction, as well as market info fee and OTC.
 - 13.5 That for any Client's liabilities on costs and/or commission as well as taxes abovementioned, Client hereby grant MNCSek irrevocable authorization to directly deduct Client Fund Account and/or conduct forced selling from Client Securities Account and therefore this approval also serves as a valid power of attorney.
 - 13.6 That any fund withdrawal from Client Fund Account must be transferred to Bank Account under Client's name as provided in this Form.
 - 13.7 That any fund withdrawal from Client Fund Account is executed using specified fund withdrawal form, under the following provisions:
 - a. For banks appointed by MNCSek, instruction for said fund withdrawal received by MNCSek head office before 10.30 Western Indonesian Time (WIB), the fund transfer will be executed and received by Client on the same day.
 - b. For banks not appointed by MNCSek, instruction for said fund withdrawal received by MNCSek head office before 10.30 Western Indonesian Time (WIB), the fund transfer will be executed and received by Client on T+1 (due to bank clearing process).
 - c. For banks appointed by MNCSek, instruction for said fund withdrawal received by MNCSek head office after 10.30 Western Indonesian Time (WIB), the fund transfer will be executed and received by Client on T+1.
 - d. For banks not appointed by MNCSek, instruction for said fund withdrawal received by MNCSek head office after 10.30 Western Indonesian Time (WIB), the fund transfer will be executed and received by Client on T+2.
 - 13.8 That every order will be conducted via telephone (fixed line) and is recorded, email, chat, mail correspondence, or document acknowledged by Client as valid proof of transaction order. Hence Client agrees on all consequences arising from the said transaction order.
 - 13.9 When receiving funds from MNCSek. MNCSek shall be entitled to inform funds received by Client via the Financial Information Service System (SLIK), whereby the information can be known to the party that is entitled to receive the information based on Financial Services Authority Regulation on reporting and debtor information request via SLIK.

Initials: [.....]

Only for Users of PT MNC Sekuritas Sharia Securities Account

Additional terms and conditions applicable to and binding Client of PT MNC Sekuritas (hereinafter referred to as "MNCSek") conducting Sharia Securities transactions at the Indonesia Stock Exchange (BEI), only for Securities listed in the Indonesia Sharia Stock Index (ISSI). In this agreement, MNCSek and Client are hereinafter referred to as "Parties".

Parties hereby state the following:

- a. MNCSek is member of the Stock Exchange which has obtained certification from the National Sharia Council - Indonesian Ulema Council (DSN-MUI) to conduct Sharia Securities transaction at BEI.
- b. Client hereby intends to open Sharia Securities Account to conduct ISSI-listed Securities transaction.
- c. Client declares and assures they are legally capable and has full authority to carry out provisions contained in this Agreement.

Hence, Parties agree to enter into this Agreement under the following provisions:

14. General Provisions

General Provisions as defined in this Agreement are all matters pertaining to the implementation of Sharia principles in the Trading Mechanism of Equity Securities at Regular Market of Stock Exchange according to Religious Edict (fatwa) DSN-MUI No. 80/DSN-MUI/III/2011 dated Mach 8, 2011.

15. Legal Provisions

Trading Mechanism of Equity Securities at the Regular Market of Stock Exchange can be conducted under Special Provisions.

16. Special Provisions on Securities Trading

- 16.1. Securities Trading at the Regular Market of Stock Exchange is conducted using sale and purchase contract (bai')
- 16.2. Sale and purchase contract is deemed valid when there is agreement on certain price, type and volume between Securities buy and/or sell order.
- 16.3. Client can sell Securities after sale and purchase contract is deemed valid as stipulated by Article 19.2 even though the payment is deferred until a later date based on the principle of *qabdh hukmi*.
- 16.4. Securities that can be traded are only Equity Securities Based on Sharia Principles.
- 16.5. The buy and/or sell price can be determined based on agreement which refer to fair market value through continuous bidding mechanism (bai'al-muswamah).
- 16.6. Activities and/or actions shall not violate Sharia principle as stipulated by Article 4.

17. Special Provisions on Actions not in conformity with Sharia Principles

Securities Trading must be executed according to prudent principle. Speculation, manipulation and other actions which involve the elements of *dharar*, *gharar*, *riba*, *maisir*, *risywah*, vice and oppression, *taghrir*, *ghisysy*, *tanajusy/najsy*, *ihtikar*, *bai'al-ma'dum*, *ta/aaqi al-rukban*, *ghabn*, and *tad'is* are prohibited.

18. Additional Provisions

- 18.1. Client agrees to conduct transaction from Sharia Account with transaction limit determined by MNCSek, namely on cash basis and uncollateralized Securities portfolio.
- 18.2. MNCSek shall provide information to Client should there is change of Securities composition on the ISSI list during a certain period of time.
- 18.3. Should Securities owned by Client is excluded from ISSI list, the securities are untradable in which case Client can sell the stock through company's Dealer.
- 18.4. MNCSek is entitled to refuse order which causes Client's transaction limit set by MNCSek to be exceeded.
- 18.5. Client's buy order can be executed by MNCSek when there are funds which amount to buy value plus fees for buy transaction.
- 18.6. Client's sell order can be executed by MNCSek when Securities in Client Securities Account are 100% available to execute sell transaction.
- 18.7. Should MNCSek is unable to or fail to execute Client's order because market situation or conditions render it impossible to execute Client's order or due to force majeure, MNCSek shall not be liable for any losses that may be incurred. Client hereby hold harmless MNCSek from all lawsuits that may arise due to non-execution of Client's order.

19. Provisions for the Use of Motion Trade Syariah
19.1 General provisions

- 19.1.1. Client is obliged to have understood procedures and instructions for the use of Motion Trade Facility equipped with Sharia feature (hereinafter referred to as "Motion Trade Syariah") and is obliged to use it according to prevailing laws and regulations as well as implementation rules in Capital Market and effective MNCSek provisions (hereinafter referred to as "MotionTrade Syariah Terms and Conditions").
- 19.1.2. Client is obliged to use MotionTrade Syariah service appropriately and not using it for other purposes beyond its intended use in violation of MotionTrade Syariah Terms and Conditions.

19.2 Definition

- 19.2.1. Client is the holder of MNCSek Regular Securities Account, either Indonesian citizen or Non-Indonesian citizen, who intends to use MotionTrade Syariah.
- 19.2.2. MotionTrade Syariah is:
 - (1) Facility provided by MNCSek which allows Client to place buy and/or sell order on ISSI-listed Securities through MotionTrade application equipped with sharia feature (hereinafter referred to as "MotionTrade Syariah Application").
 - (2) Trading features in the MotionTrade Syariah application only displays ISSI-listed Securities and Client is only allowed to conduct transactions on such Securities.
 - (3) Features in the MotionTrade Syariah application also allow Client to access market information in Stock Exchange.
 - (4) MotionTrade Syariah application is equipped with automatic validation, without intervention from MNCSek, to be forwarded to Jakarta Automated Trading System (JATS). Any buy/sell order sent and received via MotionTrade Syariah application will be given confirmation in the form of Order ID and Trade ID.
 - (5) MotionTrade Syariah application also displays Securities trading data and information in real time.
 - (6) To access MotionTrade Syariah application, Client must have User ID, Password and Trading PIN, hereinafter referred to as "MotionTrade Syariah Access Code".

19.3 Terms and Conditions for MotionTrade Syariah facility

- 19.3.1. Client is obliged to have valid and active personal email address and mobile phone number. The email address is used as means of confirmation and correspondence by MNCSek to Client which contains confidential information, hence Client is obliged to keep the email confidential.
- 19.3.2. Client is obliged to fully agree with Securities Account Opening Agreement and its derivatives.

19.4 Confidentiality of MotionTrade Syariah Access Code

- 19.4.1. Client is obliged to ensure that they are the only one who determine, know and use MotionTrade Syariah Access Code.
- 19.4.2. Client is responsible for the confidentiality of MotionTrade Syariah Access Code and is obliged to keep the Access Code confidential and secure. Therefore, Client is responsible for any consequences that arise from the use of MotionTrade Access Code provided to them, including in the event of abuse by a third party.
- 19.4.3. Where Client is aware of loss, theft and/or abuse of Access Code, Client is obliged to immediately report to MNCSek during working hours. In response, MNCSek will immediately take appropriate actions to stop the abuse of Access Code.

19.5 Order and Transaction

- 19.5.1. Client is obliged to place Securities buy and/or sell order via MotionTrade Syariah Application in accordance with prudent principle and is prohibited from engaging in speculation and manipulation which involves the elements of *dharar*, *gharar*, *riba*, *maisir*, *risywah*, vice and oppression, *taghrir*, *ghisysy*, *tanajusy/najsy*, *ihtikar*, *bai'al-ma'dum*, *ta/aaqi al-rukban*, *ghabn*, and *tad'is*.
- 19.5.2. Client declares that they have carefully observed and considered price and volume information before Client executes Securities buy/sell order in accordance with Sharia principles.
- 19.5.3. Client guarantees that Sharia Securities buy and/or sell order in conducted solely for the purpose set forth in Securities Account for Sharia Client. Client is not allowed to provide MotionTrade Syariah service to other parties without written permission from MNCSek.
- 19.5.4. All buy and/or sell order given by Client via MotionTrade Syariah will be stored in MNCSek data server and regarded as a valid proof by MNCSek to execute the order.
- 19.5.5. Valid proof of Client's buy and/or sell order in transaction via MotionTrade Syariah is the Order ID and Trade ID (JATS ID number) in MNCSek data server.
- 19.5.6. The order data serves as valid and binding proof and thus not requiring Client's signature because User ID, Password and Trading PIN qualify as electronic signature.

19.6 Transaction Confirmation

- 19.6.1. MNCSek will send Client Transaction Confirmation via email. The correct and valid transaction is one which is confirmed by MNCSek via email.
- 19.6.2. Other provisions pertaining to Client Transaction Confirmation refers to information mentioned in Securities Account Opening Agreement.

19.7 Charges for the Use of MotionTrade Syariah

- 19.7.1. Client is obliged to pay service charge (ujrah/rusum) to MNCSek pertaining to Sharia Securities transaction conducted from Client Account, including buy/sell transaction commission whose amount and payment method are mutually agreed by Parties in a written statement in the Transaction Confirmation.
- 19.7.2. On the use of MotionTrade Syariah and its features, Client shall pay service charge (ujrah/rusum) whose amount is determined by MNCSek. Payment will be made through automatic debiting from Client Fund Account at the end of every month.

19.8 MotionTrade Syariah Provisions

- 19.8.1. Client understands and agrees that this Agreement prevails and binds Client insofar as Client's order is delivered via MotionTrade Syariah.
- 19.8.2. Client is obliged to use all MotionTrade Syariah features responsibly according to norms of decency and courtesy in civic life.

Initials: [.....]

- 19.8.3 Client is prohibited from using MotionTrade Syariah inappropriately which may trigger and/or incite hatred and animosity between individuals or groups along ethnic, religious, racial and communal line.
- 19.8.4 Client is prohibited from using MotionTrade Syariah application to transmit materials of insulting and/or defamatory nature, or intended to blackmail and/or threaten others.
- 19.8.5 Client is prohibited from using MotionTrade Syariah to harm other clients.
- 19.8.6 Client is prohibited from using MotionTrade Syariah features and/or facilities other than in Client's own interest, including but not limited to changing, duplicating, distributing, transmitting, transferring, renting, selling or removing the system in part or in its entirety, permanently or temporarily.
- 19.8.7 MNCSek is entitled to temporarily halt MotionTrade Syariah service for the purpose of updating, maintenance and/or other improvements as MNCSek deems necessary.
- 19.8.8 MNCSek is entitled to change and/or add provisions in this Securities Account Opening Agreement at any time. MNCSek is also entitled to change or halt a part of or feature of MotionTrade Syariah without prior notice to Client.
- 19.8.9 Where access to MotionTrade Syariah is hindered, the use of Access Code in any transaction of Sharia Securities by Client through MNCSek constitutes a form of authorization from Client to MNCSek to execute Client's Securities transaction.
- 19.9 Provisions for the termination of MotionTrade Syariah
 - 19.9.1 MotionTrade Syariah service can be terminated by MNCSek in the following event:
 - a. Client's order which can result in:
 - (1) Client's transaction limit be exceeded
 - (2) Violation of Capital Market regulations and/or
 - (3) Malfunction of Securities Trading System at Stock Exchange or MNCSek
 - b. Client requests in writing to MNCSek to terminate MotionTrade Syariah service 7 (seven) days after the statement letter is received by MNCSek.
 - c. Client violates provisions set forth in this Account Opening Agreement and Addendum.
- 20. Dispute according to religious edict (*fatwa*) DSN-MUI No. 80/DSN-MUI/III/2011. Should a dispute arise between Parties concerning execution of Sharia Securities transaction, it will be resolved through deliberation for consensus. In the event a decision based on consensus cannot be reached, the dispute can be resolved through the National Sharia Arbitration Board.

Only for Users of Online Trading - MotionTrade

- 21. To use Online Trading facility, MNCSek will provide Client with access code, namely User ID, Password, PIN and hereby Client declares that they are fully responsible for:
 - 21.1 Client is hereby fully responsible and hold harmless MNCSek from any claims pertaining to the transmission of User ID, Login Password and Login PIN via email or SMS according to the email address or telephone number stated in the Form under the Client's name.
 - 21.2 To keep and secure Client's User ID, Login Password and Login PIN provided by MNCSek for the use of Online Trading facility.
 - 21.3 To prevent the abuse of Client's User ID, Login Password and Login PIN, Client is obliged to immediately change Password and PIN after they receive User ID, Password and PIN from MNCSek to protect transaction security and confidentiality from third/other parties. Otherwise, Client is fully responsible for any abuse of User ID, Login Password & Login PIN for any reasons.
 - 21.4 To bear any loss as a result of transaction order mistake and the use of Client Securities Account using Client's User ID, Login Password and Login PIN, including but not limited to order placed by unauthorized parties.
- 22. Online Trading facility provided by MNCSek to Client is an integrated system. The facility includes news, data, facts, perspectives, opinions, recommendations from individuals and organization in services and/or products. The information in MotionTrade facility is obtained from different sources deemed reliable but it can change and be updated at any time without prior notice to Client. None of the information received by Client states that MNCSek requests Client to buy or sell certain Securities at certain quantity/price or all of them.
- 23. The Online Trading system automatically regulates the maximum value of transaction which Client can conduct.
- 24. Client can check Securities portfolio or the amount of funds in their Securities Account at any time.
- 25. Pertaining to direct order from Client via the Online Trading system - MotionTrade:
 - 25.1 Client hereby state that they shall be responsible for the settlement of said transaction and hence Client's signature is unnecessary based on Client's transaction data.
 - 25.2 Where MNCSek provides order facility via "Automated Ordering" in Online Trading system, Client states that they have fully understood how to use it according to order scenario defined in "Automatic Ordering" facility.
 - 25.3 Where MNCSek provides order facility via "Automated Ordering" in Online Trading system, Client states that they have understood and accepted all risks that may arise from the use of "Automatic Ordering".
 - 25.4 Client has understood actions for risks that may arise when "Automatic Trading" malfunctions.
 - 25.5 Where MNCSek provides order facility via "Automated Trading" in Online Trading system, Client states that they will not abuse the "Automated Trading" facility provided to conduct market manipulation.
- 26. MNCSek is entitled to monitor, restrict and terminate Client's access to use Online Trading system at any time without prior notice and without providing any reasons, including but not limited to system maintenance and repair, violation of provisions stipulated in this Agreement or other agreements between MNCSek and Client and/or use of Client's User ID, Password and PIN by unauthorized parties. In the event the service is terminated, Client can reactive it through email notification system in the Online Trading system feature by first verifying Client's data or re-register by contacting MNCSek.
- 27. Client hereby hold harmless MNCSek from all responsibilities for the loss and damage incurred either directly or indirectly from the use of Online Trading - MotionTrade facility caused by any disruption, correction, operational delay or transmission, computer viruses, communication network breakdown, theft or vandalism, unauthorized acquisition, change or use of information.
- 28. Client shall be liable for any costs (including but not limited to attorney fees), claims, damages (including but not limited to any indirect damage, unintentional damage or any specific damage), damages (including but not limited to loss of income) or other liabilities due to the inability of Client in using MotionTrade Online Trading system (for instance, inability to cancel an order), including but not limited to access restriction or system disruption.
- 29. MNCSek shall not be liable for any delay in executing Client's order either to buy, sell, change order status, and cancel Securities order which necessitates prior confirmation from the authorized officer before the event or other causes beyond of the control of MNCSek. In the event of tight and dynamic change in market, MNCSek shall only execute Client's order to the best of its efforts. In the event of abnormal market dynamics and high trading volume, MNCSek at its own discretion can restrict and tighten the type of order received from Client.
- 30. Online Trading - MotionTrade Market Info Fee
 - 30.1 Client who owns Securities Account with Online Trading facility will be charged market info fee (interactive access from Indonesia Stock Exchange - SP00218/BEI.HKM/12-2009) every month, the amount and terms and conditions of which are set forth by MNCSek. MNCSek is entitled to impose such cost to Securities Account or Fund Account.
 - 30.2 MNCSek is entitled to change the cost of using this application as deemed necessary by MNCSek without prior notice to Client.
 - 30.3 Client will bear and is fully responsible for any costs incurred from the use of MotionTrade - Online Trading System for Client's interest as determined by MNCSek, and MNCSek is authorized to deduct said cost directly from Client Fund Account.
- 31. MNCSek is fully entitled from time to time to update or revise the terms and conditions to use this Online Trading facility and/or change or terminate a part/feature of MotionTrade without prior notice to Client.
- 32. Change and Termination of Agreement
 - 32.1 Anything yet to be stipulated in this agreement will be further determined by MNCSek.
 - 32.2 MNCSek is entitled to change, terminate, improve or add the content of this Agreement without prior notice to Client. In the event of change, improvement or addition done to the content of this Agreement, Client will be notified.
 - 32.3 This agreement can be terminated at any time by MNCSek or Client through written notice. In the event this agreement is terminated by MNCSek, MNCSek will send Securities Account closing notice to Client along with details of the entitlements Client shall receive or the liabilities Client is obliged to settle (if any).
 - 32.4 Client is obliged to settle their liabilities to MNCSek within the determined period after the Securities Account closing notice is sent by MNCSek. Should during the said period Client has yet to settle their liabilities, MNCSek is entitled to use Client's funds in Client Fund Account at appointed Bank, or other form of collaterals and liquidate securities owned by Client at MNCSek to settle Client's liabilities.
 - 32.5 Where Client wishes to terminate the agreement, Client is obliged to submit application for Securities Account closing in writing to MNCSek within 5 (five) trading days before the effective date of Agreement termination or closing of Securities Account.

Initials: [.....]

- 32.6 Where this Agreement is terminated, all Client's entitlements either in the form of funds or Securities owned by Client will be transferred to Clients via Bank Account and/or Securities Account determined by Client after being deducted for pay off Client's liabilities to MNCSek.
- 32.7 If by the time of Agreement termination notification is given by Client as stipulated by Article 14.3 Client still has unpaid liabilities to MNCSek, Client is obliged to settle their liabilities within 3 (three) days after the notification of termination.
- 32.8 MNCSek and Client hereby waive provision of Article 1266 of the Indonesian Civil Code during the termination of this agreement.
- 32.9 MNCSek is entitled to close Client Securities Account if it has zero balance for a maximum of 6 (six) consecutive months.
- 33. Force Majeure
 - 33.1 MNCSek is not responsible for any failure or delay in delivery of services set forth in this Agreement when it is caused directly or indirectly by events or circumstances beyond the control or capability of MNCSek including but not limited to war, whether declared or undeclared, civil unrest, fire, flood, earthquake, nuclear and/or radiological disaster, riot, sabotage, terrorism, labor strike, change in capital market or monetary policy, damage or failure of delivery, technical failure and/or malfunction of trading system, clearing and settlement guarantee, banking authorization system.
 - 33.2 In the event of force majeure, MNCSek will inform Client through reasonable means if possible, at least within 3x24 hours since the occurrence of force majeure or within a reasonable period, loss and cost incurred by one of the party as a result of said circumstances shall not be imposed to the other party.
- 34. Other provisions
 - 34.1 This Agreement and all related documents are subject to the laws of the Republic of Indonesia
 - 34.2 In the event of regulatory changes by OJK, BEI, KSEI, PPATK and other regulators change the substance of a particular article, either in part or in their entirety, said article shall conform to the new prevailing regulations. Client is obliged to sign every addendum on article change sent by MNCSek.
 - 34.3 In the event of dispute pertaining to this Agreement, MNCSek and Client agree to resolve the dispute by settling the matter amicably. If this does not lead to a resolution within 30 (thirty) days, MNCSek and Client agree to resolve the dispute through Dispute Resolution Body for the Financial Services Sector (LAPS SJK).
 - 34.4 In the event one of the provisions in this Agreement becomes invalid and unenforceable, such validity does not result in other provisions of this Agreement become inapplicable.
 - 34.5 For whatever purpose including a lawsuit, written statement made by authorized officers of MNCSek pertaining to amount of funds or liabilities to be due at later time and/or payable to MNCSek will become legally binding proof.

I/We have read and fully understood the terms and conditions pertaining to Securities Account opening and I/We agree to be subject to and adhere to said terms and conditions along with all its amendment.

Date:
Client:

Client shall be responsible for all costs (including but not limited to attorney fees), claim, damage (including but not limited to any indirect damage, unintentional damage or any particular damage), loss (including but not limited to transaction loss or income loss) or other liabilities as a result of Client's inability in using the MotionTrade Online Trading System (for instance, inability to cancel order), including but not limited to access restriction or system disruption.

PT MNC Sekuritas

Stamp duty IDR 10.000

Name :	Director	Equity Coordinator

Initials: [.....]

CHECKLIST OF DATA & DOCUMENTS COMPLETION

- | | |
|---|---|
| <input type="checkbox"/> Application and Approval Form of Securities Account Opening | <input type="checkbox"/> Statement of Having Done Face to Face |
| <input type="checkbox"/> Agreement of Securities Account Opening | <input type="checkbox"/> Photocopy of University Student Card |
| <input type="checkbox"/> Signature Specimen | <input type="checkbox"/> Photocopy of Cover of Bank Book |
| <input type="checkbox"/> Form of Customer Fund Account (RDN) Opening | <input type="checkbox"/> Photocopy of Proof of Funds/Securities Transfer |
| <input type="checkbox"/> Form of RDN Power of Attorney | <input type="checkbox"/> Statement on Prohibition of Authorization to Conduct Transaction |
| <input type="checkbox"/> Photocopy of ID card/Passport & KITAS | <input type="checkbox"/> Statement on Client Literacy |
| <input type="checkbox"/> Photocopy of Tax Registration Number (NPWP) / Statement of Not Having NPWP | <input type="checkbox"/> Others : _____ |

RECOMMENDATION OF EQUIY SALES

I hereby submit this Securities Account Opening Form for approval, and I state that the information presented by account holder is correct, accurate and complete. This Securities Account is under my administration and I shall be fully responsible for this account.

Client Name _____
 Client Code _____
 SID No. _____
 Branch _____

Commission fee proposed _____ Initial deposit proposed _____
 Trading limit proposed _____ Description _____

 Sales Signature Date : _____

Known by _____
 Consideration for Commission Fee proposal _____
 Consideration for Trading Limit proposal _____
 Others _____

 Branch Manager Customer Service Head of Sales Equity Risk Management Compliance

Data Input
 Input by _____ Checked by _____
 Date of input _____ Checked on _____

Approved by

 Director

**STATEMENT
OF HAVING DONE FACE-TO-FACE**

I, the undersigned:

Name :

ID Number :

Occupation : Sales/Marketing of PT MNC Sekuritas

I hereby state that in the process of securities account opening, I have conducted an in-person meeting (face-to-face) with prospective Client or Client as stipulated by OJK Regulation No. 12/POJK.01/2017 on the Implementation of Anti Money Laundering and Prevention of Terrorism Funding in the Financial Services Sector Including its amended regulation.

This statement has been made in order to be used accordingly.

Statement made by

Client's Signature

Name
Date

Name
Date

**STATEMENT
ON PROHIBITION OF AUTHORIZATION TO CONDUCT TRANSACTION**

I, the undersigned:

Name :
 ID Number :
 Client Code :

Hereby declare that I will not grant authorization to conduct transaction to personnel of PT MNC Sekuritas, as stipulated by POJK No. 50/POJK.04/2020 on Internal Control of Securities Company Performing Business Activities as Securities Trading Broker.

This statement has been made in order to be used accordingly.

Jakarta,

This statement is made by me

(Client name)

**STATEMENT
ON CLIENT LITERACY**

I, the undersigned:

Name :
 ID Number :
 Client code :

Hereby declare that I as client has understood the investment instrument offered by PT MNC Sekuritas, as stipulated by POJK No. 1/POJK.03/2013 on Consumer Protection in Financial Services Sector.

I have understood the following before choosing investment instrument:

1. The investment instrument offered has been regulated under and complied with the Financial Services Authority Regulations.
2. Party authorized to offer investment instrument at Securities Company is only personnel of Securities Companies that have obtained license as Securities Company Representatives.
3. Return on investment offered and have received adequate information from Securities Company on the level of risk of said investment instrument.
4. Adjust risk profile pertaining to investment instrument offered before making the decision to transact or invest in financial instrument offered by Securities Company.
5. Consider aspect of investment instrument offered such as its legality, liquidity, fundamental and other relevant aspects on client's decision-making consideration in investing.

This statement has been made in order to be used accordingly.

Jakarta,

This statement is made by me

(Client name)



MNC Financial Center 16th floor

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