

# PHILLIP CAPITAL SDN BHD (362533-U) PRODUCT HIGHLIGHTS SHEET

## CONTRACTS FOR DIFFERENCE ("CFD")

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#### RESPONSIBILITY STATEMENT

This Product Highlights Sheet ("PHS") has been reviewed and approved by the directors or authorised committee and/or persons approved by the Board of Phillip Capital Sdn Bhd ("CFD provider") and they have collectively and individually accepted full responsibility for the accuracy of the information. Having made all reasonable inquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in the Product Highlights Sheet false or misleading.

#### STATEMENT OF DISCLAIMER

The relevant information and document in relation to the Contracts for Difference ("CFD"), including a copy of this Product Highlights Sheet has been lodged with the Securities Commission Malaysia. The lodgement of the relevant information and document in relation to Contracts for Difference ("CFD"), including this Product Highlights Sheet, should not be taken to indicate that the Securities Commission of Malaysia recommends the Contracts for Difference ("CFD") or assumes responsibility for the correctness of any statement made or opinion or report expressed in this Product Highlight Sheet. The Contracts for Difference ("CFD") is not allowed to be offered to retail investors.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Phillip Capital responsible for the CFD and takes no responsibility for the contents of this Product Highlights Sheet. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Product Highlights Sheet, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

#### STATEMENT OF RISK

Investors are warned that the price/level of the underlying financial instruments and contracts for difference ("CFD") may fall in value as rapidly as it may rise and holders may sustain a total loss of their investment. Prospective purchasers should therefore make sure they understand the terms and conditions of the CFD offered, the risk factors involved, and where necessary seek professional advice before investing in the CFD.

The CFD constitute general unsecured contractual obligations of the CFD provider and of no other person. Therefore, if you purchase the CFD, you are relying on the creditworthiness of Phillip Capital Sdn Bhd and have no recourse/rights against the underlying corporation/index provider.

This Product Highlights Sheet only highlights the key features and risks of CFD. Investors are advised to request, read and understand the disclosure documents before deciding to invest.

#### LIST OF REVISION

Revision Series	Revision Date	Effective Date of Revision	
1st Revision	28 September 2020	28 September 2020	
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This Product Highlights Sheet only highlights the key features and risks of this unlisted capital market product. Investors are advised to request, read and understand the disclosure documents before deciding to invest.

#### PRODUCT HIGHLIGHTS SHEET

#### CONTRACTS FOR DIFFERENCE ("CFD")

#### **SCHEDULE 2**

"Dealing in derivatives" means, whether as principal or agent, making or offering to make with any person, or inducing or attempting to induce any person, or soliciting or accepting any order for, or otherwise—

- (a) entering into or taking an assignment of the derivative, whether or not on another person's behalf;
- (b) taking or causes to be taken action that closes out the derivative, whether or not on another person's behalf;
- (c) in relation to an option-
  - (i) exercising any right under the option; or
  - (ii) allowing any right under the option to lapse,

whether or not on another person's behalf; or

(d) initiating, originating, or issuing over-the-counter derivatives.

[Subs. P.U.(A)336/2011]

#### **BRIEF INFORMATION OF PHILLIP CAPITAL SDN BHD**

#### 1. DESCRIPTION OF PROVIDER

Phillip Capital Sdn Bhd (Company Registration No. 362533-U) ("Phillip Capital") was incorporated in Malaysia on 7 October 1995 under Companies Act 1965 with a paid up capital of RM20, 000,000.00 and is a holder of Capital Markets Services Licence to carry out business of dealing in derivatives.

Phillip Capital is the first futures broking company in Malaysia to provide online trading on local and foreign Specified Exchanges. Leveraging from Singapore office, Phillip Capital strives to provide a more integrated and comprehensive range of quality services that will meet the changing needs of clients. In addition, Phillip Capital also the first futures broking company in Malaysia to provide Contracts for Difference ("CFD").

The clients can invest in Malaysian Shares CFDs through Phillip Capital via Direct Market Access ("DMA") model. DMA allows clients to have a direct access to the market. When the clients place an order to Phillip Capital, a corresponding order will be sent to the exchange and when an order is filled on the actual exchange, the client's electronic trading platform will be updated accordingly, thus eliminating conflict of interests between Phillip Capital and clients.

Foreign Shares & ETFs CFD, Commodities CFD and World Indices CFD are offered by Phillip Capital under the 'CFD' model where by clients do not participate in the order book and liquidity of the respective exchanges. CFD order is filled by the counterparty based on bid/ask price.

For more information about Phillip Capital, please visit Phillip Capital website at www.phillip.com.my.

#### INFORMATION OF THE PRODUCT

#### 1. WHAT IS THIS PRODUCT ABOUT?

Contract for Difference ("CFD") is a contract made between two parties (a buyer and a seller) to settle the difference between the opening and closing prices. CFD allows clients to participate in the price movement of an underlying instrument without owning the asset.

For CFD, the client can trade both 'Long' and 'Short'. The term of 'Long' means buying a CFD in the expectation that the underlying instrument will increase in value. The term of 'Short' means selling a CFD with the expectation that the underlying instrument will decrease in value.

CFD can only be offered exclusively to 'Sophisticated Investor' who falls within any of the categories of investors set out in Part 1 of Schedule 6 and 7 of the Capital Markets and Services Act 2007 ('CMSA').

#### 1.1 KEY FEATURES OF CFD

#### i. DERIVATIVE PRODUCTS

CFD is a leveraged derivatives product and the prices track the underlying instruments closely.

#### ii. SHORT SELLING

CFD allows clients to trade both 'Long' and 'Short' exposures.

#### iii. PORTFOLIO DIVERSIFICATION

By offering multiple CFD products such as Malaysian Shares CFD, Foreign Shares CFD, World Indices CFD and many more, investors can enjoy diversification across various markets and instruments in their portfolio.

#### iv. LEVERAGE

CFD is a leveraged product and the client can trade the CFD products by putting up a small percentage of minimum 'Initial Margin' as low as 5% of the full contract value is required to trade the CFD contract. This small percentage of deposit is known as the required margin or 'Initial Margin'.

For example, if the required 'Initial Margin' is 10% and the client wants to buy 1,000 units of shares of ABC Company at RM 2.00 per share, the client's required 'Initial Margin' is RM200.00 to trade CFD of ABC Company.

#### 2. WHAT AM I INVESTING IN?

#### 2.1 TYPE OF CFD OFFERED BY PHILLIP CAPITAL

Phillip Capital will offer CFD whereby the underlying instruments is either shares listed on Bursa Malaysia or a securities exchange outside Malaysia or indices where constituents of the index are listed on a securities exchange outside Malaysia. For an updated list of CFD product offered by Phillip Capital and related information, please visit Phillip Capital website at <a href="https://www.phillip.com.my">www.phillip.com.my</a>.

#### 2.2 TENOR OF ISSUE

All CFD offered by Phillip Capital have a contract period of thirty (30) calendar days. The CFD contracts that are not closed out within the thirty (30) calendar days will be automatically renewed based on market closing price of the underlying instrument on the thirtieth (30<sup>th</sup>) calendar day.

The CFD trading positions will be re-established at that same market closing price. The unrealised profit and losses and 'Finance Cost' will be realised during the 'Roll-over'. There are no 'Roll-over' fees charged to the clients.

Please refer to the Section 11 in the CFD Disclosure Document for working examples on calculations and scenarios.

#### 2.3 MAXIMUM LOSS/ GAIN

CFD are leveraged derivative products. A small 'Initial Margin' enables the client to gain exposure to the full contract value of the underlying instrument. There is no limit to the maximum gain on trading position if market moves in the client's favour, but it is also important for the client to understand that the client could also lose more than the client's 'Initial Margin' when market move against the client.

#### 2.4 REPRESENTATION AND WARRANTIES

Client represents and warrants to Phillip Capital that the client has full authority can capacity to enter into CFD transactions with Phillip Capital. Client represents and warrants that client is trading in its own trading account and does not do so as nominee or trustee for any other person.

#### 2.5 SHORT SELLING RESTRICTION/TRADABILITY

Various restrictions apply to 'Short Selling' in the shares market. Though CFD allow clients to take 'Short' positions without having to own the underlying instruments, selling restrictions and tradability into certain CFD contracts may still apply in certain markets as well as in the selected shares counters. When selling restriction is imposed, the client is not allowed to trade online or via phone orders through Phillip Capital dealing desk.

Phillip Capital will notify the clients the selling restrictions prior to the commencement of trading. Please refer to www.phillip.com.my for latest announcement.

#### 2.6 TREATMENT OF CLIENTS' MONIES

All the monies and properties deposited with Phillip Capital by the clients or received by Phillip Capital for or on behalf of the clients will be segregated and paid into the clients' segregated accounts for the purpose of CFD. The purpose of the clients' segregated account are to segregate clients' funds from Phillip Capital' own funds.

Phillip Capital may invest clients' monies in deposits with a licensed bank in accordance with Section 118 of Capital Market and Services Act 2007 ("CMSA"). Phillip Capital shall be entitled to retain, for the benefit of Phillip Capital and without any obligation to account to clients, any or all interest that may be earned on the clients' monies held in the clients' segregated accounts.

Clients' monies may be withdrawn from the clients' segregated accounts, to make a payment in accordance with clients' instructions, after defraying brokerage and any other proper charges with Phillip Capital entitled or making a payment that is otherwise authorised by law.

#### 2.7 MARGIN REQUIREMENTS AND TYPES OF MARGINS

To commence the trading of CFD, the client needs to deposit an 'Initial Margin' and the 'Initial Margin' will be a percentage of the total value of the underlying instrument. For example, if the client buys a CFD over ABC Company shares, the client needs to deposit a margin equal to 10% of the current ABC share price.

The client is also required to pay the 'Maintenance Margin' to maintain the 'Initial Margin' level due to the price fluctuation of the underlying instrument.

Please refer to CFD Disclosure Documents Section 4. Margins for minimum 'Initial Margin' and 'Maintenance Margin' charged by Phillip Capital to trade CFD.

Phillip Capital will not accept any new orders for CFD from a client unless the minimum initial margin for the contract has been deposited and that the client's pre-existing open position complies with the margin requirements established by Phillip Capital.

#### 2.8 IMPACT OF CORPORATE EXERCISE

The clients are not entitled to the ownership of the underlying instruments. However, there are various corporate exercises on the underlying shares which will affect the share price, and in turn will affect the CFD price and/or positions. The client's trading position will be adjusted to a new reference price in accordance to the types of corporate exercises.

Below are the types of corporate exercises:

#### (i) DIVIDENDS

In the event an underlying company declares a dividend, a dividend adjustment will be applied to client's CFD position on the ex-dividend date of its quoted underlying shares.

A dividend adjustment will be applied to underlying shares, after the ex-dividend date of its underlying shares.

In the case for World Indices CFD, dividend will be calculated based on the weighting of the stock in the index as well as taxation rules of the respective indices' home country.

The dividend adjustments will be credited or debited based on the clients' outstanding CFD position and the outstanding CFD position of client will be determined based on the closure of the market trading session stipulated by the respective exchanges.

#### (ii) BONUS SHARES, SHARES SPLITS, AND REVERSE SPLITS

In the event the underlying company declares 'Bonus shares', 'Shares Splits' and 'Reverse Splits', the additional quantity of shares will be credited on the exercise date for 'Short' positions and on payable date for 'Long' positions. The shares price will also be adjusted accordingly to reflect the current shares price.

The term 'Long' means buying a CFD with the expectation that the underlying instrument will increase in value. The term 'Short' means selling a CFD with the expectation that the underlying instrument will decrease in value.

#### (iii) RIGHTS ISSUE

When the underlying shares has a 'Rights Issue' exercise, Phillip Capital will notify the clients within a reasonable time and the clients must liquidate all the long CFD positions of the affected CFD contract one (1) market day before the ex-date. Phillip Capital reserve the rights to force liquidates client's position in the event of non-action by the client on the trading account.

Note: Notwithstanding the foregoing, Phillip Capital reserves the right to close all open positions relating to the underlying shares before the ex-date for any corporate action not mentioned above and in the event the client fails to close the open positions.

Please refer to Section 5 of 'Disclosure Document' for full information and impact of corporate exercise.

#### 2.9 RISK MANAGEMENT FEATURES

There are various types of order to be made by the client to trade CFD. The types of order are as follows:

- (i) 'Limit Order'
- (ii) 'Stop Limit Order'

Kindly refer to CFD Disclosure Document Section 10.3 on order type details.

When a CFD order is received through electronic trading platform or through phone call, pre-execution checks will be performed on client's trading account. All CFD orders placed with Phillip Capital must fulfill all the risk management checks set by Phillip Capital as part of the risk management policies of Phillip Capital.

In the event that there are changes in market conditions and risk management policies, Phillip Capital reserves the right to reject any submitted order.

#### 2.10 TRADING PLATFORM

In addition to calling the Phillip Capital Dealing Desk to place orders, clients can do so via POEMS CFD Trader or any other Phillip Capital' CFD electronic trading platform.

#### 2.11 SETTLEMENT AND SETTLEMENT CURRENCIES

All CFD are settled in cash and not by delivery of the underlying instruments and it shall neither carry any voting rights nor embedded options for the conversion into the underlying instruments. All CFD will be settled in the respective traded currencies.

#### 3. IS THE PRODUCT TRADABLE?

Phillip Capital will offer CFD whereby the underlying instruments are either shares listed on Bursa Malaysia or a securities exchange outside Malaysia or indices where constituents of the index are listed on a securities exchange outside Malaysia.

The clients can invest in Malaysian Shares CFDs through Phillip Capital via Direct Market Access ("DMA") model which allows clients to directly participate in the exchange's order book.

Clients invest in Foreign Shares and ETFs CFD, Commodities CFD and World Indices CFD via 'CFD' model whereby client do not participate in the order book and liquidity of the respective exchanges. CFD order is filled by the counterparty based on bid/ask price.

The bid/ask prices for Malaysian Shares CFDs and Foreign Shares CFDs are based on price quoted by their respective exchanges while the bid/ask prices for Commodities CFD and World Indices CFDs are subject to volatility and may widen.

In the event that if the underlying shares cease to remain listed on Bursa Malaysia or a securities exchange outside Malaysia, Phillip Capital may offer to close out the CFD contracts should there be an 'Over-The-Counter' price quotes and the client can place a call to Phillip Capital Dealing Desk to obtain the indicative 'Over-The-Counter' price quotes. The traded price may result in losses to client.

It is important to understand that the CFD is not listed and tradable in any stock exchanges at Malaysia or elsewhere. There is no secondary market for CFD contracts.

#### 4. PRICE MECHANISM

As Phillip Capital offers 'DMA' for Malaysian Shares CFD, hence the prices of CFD will mirror the exact price of the underlying shares listed in the exchange. This allows the clients participate in the order book of the exchange and market liquidity. Prices of Foreign Shares CFDs will also mirror the exact price of the underlying shares listed in their respective exchanges. The bid/ask prices for World Indices CFDs are subject to market volatility and may widen.

## 5. DOES THE CFD PROVIDER ENTER INTO A CORRESPONDING POSITION IN THE MARKET FOR THE UNDERLYING INSTRUMENT?

Phillip Capital will fully hedge its 'DMA' exposure by sending corresponding shares orders, via a Malaysian securities brokerage firm, directly to the exchange. Phillip Capital will fully hedge its 'CFD' exposure with Phillip Securities Pte Ltd.

#### 6. WHAT ARE THE POSSIBLE OUTCOMES OF MY INVESTMENTS?

Mr A decides to take a 'Long' position on CFD for Shares XYZ. He places an order to buy 4,000 units of XYZ CFD at RM5.00. As XYZ Company is an index component, the required margin (or 'Initial Margin') is 10%.

Although the total contract value RM20,000.00 (RM5.00 x 4,000 units of shares), the 'Initial Margin' required is only RM2,000.00, which is 10% of the total contract value.

The impact of market movement affecting Mr A's profit/loss (excluding commission and 'Finance charge') is tabulated as below:

below.					
Rise/Fall	Market Movement	Price of the underlying share (RM)	Profit/Loss (RM)		
Rise	10%	5.50	2,000.00		
Rise	5%	5.25	1,000.00		
Rise	2%	5.10	400.00		
Unchanged	0%	5.00	0		
Drops	2%	4.90	-400.00		
Drops	5%	4.75	-1,000.00		
Drops	10%	4.50	-2,000.00		

Based on table above, when market rises at the rate of 2% from RM5.00 to RM5.10, Mr A will be having a profit of RM400.00. The calculation is illustrated as below:

(Closing Share Price – Opening Share Price) x Quantity = (RM5.10 – RM5.00) x 4,000 units of XYZ CFD = RM400.00

The similar situation applies when market drops at the rate of 2% from RM5.00 to RM4.90, Mr A will suffer a loss amounting to RM400.00. The calculation is illustrated as below:

(Closing Price – Opening Price) x Quantity = (RM4.90 – RM5.00) x 4,000 units of XYZ CFD = -RM400.00

If the market drops at the rate of 10% from RM5.00 to RM4.50, Mr A would have lost all his 'Initial Margin' of RM2, 000.00. The calculation is illustrated as below:

(Closing Price – Opening Price) x Quantity = (RM4.50 – RM5.00) x 4,000 units of XYZ CFD = -RM2,000.00 Please be informed trading CFD involves significant risks and client may risk losing more than initial deposited funds.

#### **KEY RISK**

#### 7. WHO IS THIS PRODUCT SUITABLE FOR?

CFD may not be suitable for clients whose investment objective is preservation of capital and/or whose risk tolerance is low. Clients are advised to understand the nature of the risks involved in margin trading and may risk losing more than the investment amount that client has invested. The client should be aware of the credit, liquidity and market risks associated with these CFDs.

CFD carry a high degree of risk as they often involve 'Leverage', the effect of which is that a relatively small movement in the price of the underlying investment will have a big impact to the 'Initial Margin' as it is only a fraction of the full value. The prices of shares and world indices can be volatile. These instruments have a limited life and may expire worthless if the underlying instrument does not perform as expected.

#### 8. WHAT ARE THE KEY RISKS ASSOCIATED WITH THIS PRODUCT?

The Client should be aware of the following risks when considering whether to trade in CFD.

Clients can take some measures to mitigate risks, but some risks are inevitable and clients are advised to fully understand the nature of risks before trading CFD. The client may lose all of the initial investment due to (but not limited to) the following key risks as described below:

Kindly refer to CFD Disclosure Documents Section 6 Key Risk

#### **FEES AND CHARGES**

#### 9. WHAT ARE THE FEES AND CHARGES INVOLVED?

Before the client trades, client should obtain a clear explanation of all commissions, fees and other charges for which the client will be liable. These fees and charges will affect client net profit (if any) or increase the loss.

#### 9.1 ACCOUNT OPENING, CLOSURE FEES AND PLATFORM FEES

There is no additional fee for opening or closing CFD account with Phillip Capital.

There is no additional fee for using POEMS CFD Trader or any other Phillip Capital' CFD electronic trading platform. *Note: This are subject to change.* 

#### 9.2 MARKET DATA FEES

Kindly refer to CFD Disclosure Documents Section 7.2.2 Market Data Fees

Note: These market data fees are subject to changes. Other Foreign Shares CFDs and World Indices CFD may also be subjected to charges. Please refer <a href="www.phillip.com.my">www.phillip.com.my</a> for the latest market data fees or contact your respective dealer's representative for more info. Please note that market data fees are charged on a monthly basis.

#### 9.3 COMMISSION RATES

Kindly refer to CFD Disclosure Documents Section 7.3 Commission Rates

Note: These rates are subject to changes. Please refer to <a href="www.phillip.com.my">www.phillip.com.my</a> for latest commission rates. Commission rates are payable at the time of order execution.

#### 9.4 FINANCE CHARGES

Kindly refer to CFD Disclosure Documents Section 7.4 Finance Charges

Note: These 'finance charges' are subject to changes. Kindly contact Dealing Desk for latest. 'Finance charges' are calculated daily based on 100% mark-to-market contract value. 'Finance charges' will be realized on the 30<sup>th</sup> day rollover.

#### 9.5 CURRENCY DEFICITS AND CURRENCY CONVERSION CHARGES

Please refer Section 7.6 Currency Deficits and Currency Conversion Charges in Disclosure Document for more information.

#### 9.6 SALES AND SERVICES TAX (SST)

All commission paid are subject to 8% SST.

Note: These rates are subject to changes based on latest local government policy.

#### 9.7 MODE OF PAYMENT

Kindly refer to CFD Disclosure Documents Section 7.7

## 10. HOW CAN I EXIT FROM THIS INVESTMENT AND WHAT ARE THE RISKS AND COSTS INVOLVED?

#### **10.1 ACCOUNT CLOSURE**

As for account closure, client would need to fill and sign the Account Closure form. The form can be obtained from our Phillip Capital Dealing Desk and the client can contact Phillip Capital Dealing Desk at 03-2711 0026.

Please take note that the Board of Directors of Phillip Capital and the regulators reserve the rights to instruct to close the trading account of client in the event if there is any suspicious transaction on the client's trading account.

Phillip Capital have the rights to deduct the commission, fees, 'Finance Charges' and expenses owed to Phillip Capital in relation to the trading of CFD from the equity balance of the client. After deducting the commission, fees, 'Finance Charges' and expenses, the net proceeds will be returned to the client upon the closure of account.

#### CONTACT INFORMATION

### 11. WHO SHOULD I CONTACT FOR FURTHER INFORMATION OR TO LODGE A COMPLAINT?

1. For further information or internal dispute resolution, you may contact us at:

(a) via phone to : 03-2711 0026

(b) via e-mail to : pcsb\_enquiry@phillipcapital.com.my

(c) via website : <u>www.phillip.com.my</u>

(d) via letter to : B-18-6, Block B, Level 18, Unit 6, Megan Avenue II, No.12, Jalan Yap Kwan Seng, 50450, Kuala Lumpur

1. If you are dissatisfied with the outcome of the internal dispute resolution process, please refer your dispute to the Securities Industries Dispute Resolution Corporation (SIDREC):

(a) via phone to : 03-2282 2280 (b) via fax to : 03-2282 3855 (c) via e-mail to : info@sidrec.com.my

(d) via letter to : Securities Industry Dispute Resolution Center (SIDREC),

Unit A-9-1, Level 9, Tower A, Menara UOA Bangsar,

No.5, Jalan Bangsar Utama 1, 59000, Kuala Lumpur

You can also direct your complaint to the Securities Commission Malaysia even if you have initiated a dispute resolution process with SIDREC. To make a complaint, please contact the SC's Investor Consumer and Investor Office:

(a) via phone to the Aduan Hotline at : 03-6204 8999 (b) via fax to : 03-6204 8991

 (c) via e-mail to
 : aduan@seccom.com.my

 (d) via online complaint form
 : available at www.sc.com.my

 (e) via letter to
 : Consumer and Investor Office,

Securities Commission Malaysia, No 3, Persiaran Bukit Kiara, Bukit Kiara, 50490, Kuala Lumpur