



Corporate Account Application Form

CGS-CIMB Futures Sdn Bhd [199301002937 (257674-P)]

A Trading Participant of Bursa Malaysia Derivatives Berhad

Level 12, Menara Aras Raya
No. 11, Jalan Raja Laut
50350 Kuala Lumpur
Wilayah Persekutuan
Malaysia

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Email: futuresbroking.my@cgs-cimb.com

Website: www.cgs-cimb.com.my

INSTRUCTIONS FOR COMPLETION OF CORPORATE APPLICATION FORM

1. Please read the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah-Compliant Futures, as applicable) consisting of the Client Agreement, Terms and Conditions of Trading, Supplemental Terms and Conditions of Trading for Electronic Trading Facilities and the Risk Disclosure Statement.
2. Kindly complete all applicable fields of the Corporate Account Application Form using BLOCK LETTERS and check the relevant boxes with a tick ✓.
3. The completed Application Form must be returned with certified true copy of the following supporting documents:-

TYPE OF APPLICANT	DOCUMENTS TO BE SUBMITTED
COMPANY INCORPORATED UNDER COMPANIES ACT	<ol style="list-style-type: none"> a. Certificate of Incorporation or Notice of Registration b. Memorandum and Articles of Association or Constitution (if applicable) (Where the company does not have Constitution, a written confirmation duly signed by a director that the company does not have a Constitution) c. Board Resolution d. NRIC (both sides) / Passport of the Directors and Authorised Persons as per Board Resolution, Shareholders with equity interest of more than 25% and beneficial owner (natural person) who ultimately owns or controls the corporation e. Return giving particulars and changes in Directors, Managers and Secretaries f. Forms of Allotment of Shares/ Annual Return g. Notice of Situation of Registered Office and of Office Hours and Particulars of Changes h. Latest Audited Accounts/ Financial Statements i. Any other documents that may be required by CGS-CIMB Futures SdnBhd from time to time
SOCIETY REGISTERED UNDER THE SOCIETIES ACT OR CO-OPERATIVE SOCIETIES ACT	<ol style="list-style-type: none"> a. Certificate of Registration b. Constitution/ By-Laws of the Society c. Board/ Committee Resolution d. NRIC (both sides)/ Passport of the Authorised Persons as per Board/ Committee Resolution e. Latest Audited Accounts/ Financial Statements f. Any other documents that may be required by CGS-CIMB Futures SdnBhd from time to time
CORPORATION INCORPORATED BY AN ACT OF PARLIAMENT OR STATE ENACTMENT	<ol style="list-style-type: none"> a. Copy of the Act/ Enactment incorporating the said corporation b. Board/ Committee Resolution c. NRIC (both sides)/ Passport of the Authorised Persons as per Board/ Committee Resolution d. Any other documents that may be required by CGS-CIMB Futures SdnBhd from time to time
FOREIGN INCORPORATED COMPANIES	<p>Foreign incorporated company's equivalent of the above documents.</p> <p>All documents in foreign language must be accompanied by an English translated copy. Both documents, i.e. the foreign document and the English copy, must be certified by an acceptable witness.</p>

4. The Board/ Committee's Resolution must state:-
 - a. authorisation to open derivatives trading account with CGS-CIMB Futures Sdn Bhd;
 - b. authorisation to deal in products offered by the exchanges; and
 - c. name, designation, NRIC/ Passport number and specimen signature of persons authorised to operate the account including transactions that they may execute.
5. Common seal or company rubber stamp is required to be affixed onto the Application Form.
6. The Applicant is also required to complete the Entity Self Certification Form.
7. Applicant residing outside Malaysia is required to arrange for a Notary Public, or in countries that do not have Notary Public, advocates and solicitors or officers authorised by a licensed derivatives broking Company with a recognised derivatives exchange; or authorised officer of a Malaysian Embassy or High Commission Consulate to authenticate the Account Application Form and the photocopy of supporting documents.

8. Definition of Resident :

Resident	Non-Resident
(a) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia; (b) an unincorporated body registered with or approved by any authority in Malaysia; or (c) the Government or any State Government.	(a) any person other than a resident; (b) an overseas branch, a subsidiary, regional office, sales office or representative office of a resident company; or (c) Embassies, Consulates, High Commissions, supranational or international organizations.

9. Where applicable, please submit Form W-8BEN-E or Form W-9.

10. Any amendments made must be legible and countersigned by the authorised signatory(ies). Form defaced by erasure or any kind of correction fluid may result in the application being rejected.

TYPE OF BROKING & ACCOUNT
 Conventional Futures Broking Shariah-Compliant Futures Broking

If you are an existing client of CGS-CIMB Futures Sdn Bhd, please tick below and provide the account no.(s)

 Existing Client Account No.(s) : _____

 Type of account required Omnibus/ Agency House/ Proprietary
 (if select both, 2 separate accounts are required to be opened)

A. CORPORATE DATA

 Company Name

 Registration No. Date of Incorporation

 Country of Incorporation Malaysia Others _____

 Type of Organisation Private Company Public Company Government Agency

 Society/Association Others _____

Nature of Business _____ Website _____

 Registered Address (as per registration document)

 Postcode

 Business Address (if differs from above)

 Postcode

 Telephone No.

 Business Premise Own Property Mortgage Rented

Ultimate Holding Company (if applicable) _____

B. FINANCIAL INFORMATION (LATEST AUDITED)

 As at (DD/MM/YYYY)

 Issued/ Paid-up Capital Shareholders' Funds
C. SUBSTANTIAL INDIVIDUAL SHAREHOLDERS/ BENEFICIAL OWNER (25% OR MORE)

Name	NRIC/ Passport No.	Nationality	% of shareholding
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

(Please attach a separate sheet if the space provided is insufficient)

D. MAIN CONTACT PERSONS AUTHORISED TO TRADE AND/ OR OPERATE THE ACCOUNT AS STATED IN BOARD RESOLUTION

Name	Designation	Contact No.	E-mail Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

(Please attach a separate sheet if the space provided is insufficient)

E. INVESTMENT/ TRADING OBJECTIVE AND EXPERIENCE

- Investment/ Trading Objective Speculation Arbitraging Hedging
- Investment/ Trading Experience :
 Equities/ Bonds/ Funds _____ years
 Futures/ Options/ Derivatives _____ years
- Source of Funds
 Business Income Rental Income Investment/ Dividend Income
 Interest Income Loan Others, please specify _____
 Country/ Jurisdiction of Source of Funds Malaysia Others _____
- Source of Wealth
 Business Retained Profits Sale of Real Estate Disposal of Investment Others _____
 Country/ Jurisdiction of Source of Wealth Malaysia Others _____
- Risk tolerance Aggressive Moderate Conservative

F. RELATED PARTIES/ ACCOUNTS

- Do you have any trading account(s) with other brokers? Yes No
 If yes, please specify name of broker(s) _____
- Do you have any Related Parties¹ who maintain account(s) with CGS-CIMB Futures Sdn Bhd? Yes No

¹ Related Parties are its Related Corporation² and its Associated Corporation³ that maintains an account with us.
² A corporate is deemed to be a Related Corporation to each other if it is the holding company of another corporation; it is a subsidiary of another corporation; or it is a subsidiary of the holding company of another corporation.
³ An Associated Corporation is a corporation that is deemed to be associated with the person by virtue of the person holding, directly or indirectly, not less than 20% and not more than 50% of the issued share capital of the corporation.

Name of Related Corporation	Registration No.
_____	_____
_____	_____
_____	_____

Name of Associated Corporation	Registration No.
_____	_____
_____	_____
_____	_____

In this regard, we hereby undertake to continue to be bound by the terms and conditions stated in this application form executed by us for our account(s) including any addition or amendments that may be made by the Broker from time to time.

We also accept and assume the inherent risk associated in receiving the above statements/ notifications electronically. We will not make any claims against the Broker, its directors or officers nor hold the Broker or them responsible for any matters or liabilities that may arise in relation to this consent but shall instead, be entirely responsible for any liabilities or losses suffered as a result of such mode of delivery.

We further acknowledge and agree that all our liabilities (if any) with the Broker shall remain unchanged and continuous, and it shall not be affected in any way with the change in the mode of electronic delivery of statements/ notifications that may be made available to us by the Broker.

In the event that we wish to discontinue receiving the statements/ notifications in electronic form, we shall provide the Broker no less than 7 working days from the intended effective date, our written instruction to revoke our instructions with respect to the electronic delivery of statements/ notifications and from the effective date, will agree to receive our statements/ notifications in hardcopy to the latest available correspondence address maintained in the Broker's records.

J. DECLARATION AND AGREEMENT

By signing this Account Application Form, we hereby declare/ agree/ undertake that:

1. We are not insolvent, under any winding up proceedings or placed under any receiver, manager or liquidator.
2. Prior to the trading of any Shariah-compliant futures contract, we acknowledge that futures contracts which may be transacted, held, dealt with, using the Shariah-Compliant Futures Account are limited to futures contract that has been approved by the Shariah Advisory Council of the Securities Commission Malaysia and/ or the Broker's authorised Shariah adviser as Shariah-compliant. We acknowledge that the Broker shall not be obligated or responsible to verify, monitor or confirm the compliance or conformity of any such futures contract approved by the Shariah Advisory Council and/ or the Broker's authorised Shariah adviser as Shariah-compliant.
3. The information given herein, including all documents attached hereto, are true and complete in every respect and do not contain any false or misleading information and we have not willfully withheld any facts. We shall keep the Broker informed of any change in particulars given in this Account Application Form.
4. The Broker shall have the right to reject the Applicant's application at its sole discretion without any reason whatsoever.
5. We confirm that the Broker is authorised to verify any information and/ or make any checks and/ or obtain any information and/ or confirmation at any time and from time to time now and/ or in the future, with or from any credit reference/ reporting agencies, including but not limited to and/ or any other agencies and/ or from any financial institution and/ or any other source(s) that the Broker may in its sole discretion deem appropriate and to provide to such aforesaid party(s) with the required information requested to enable the Broker to ascertain our status and/ or any of its directors, individual shareholders, officers, personnel, individual guarantor, security provider and/ or other person, individual, and/ or entity related to and/ or associated with us as maybe required by the Broker for the purpose of the consideration of this application and thereafter if this application is approved for the purposes of continued maintenance of the account; and/ or recovery of debts due and payable under the account; and/ or any purpose related to or in connection with the account applied for; and/ or for any other purpose, that is required or permitted by any law, regulations, guidelines and/ or relevant regulatory authorities.
6. We are fully aware of and understand the processes, procedures and risks involved in using the services and executing transactions through the electronic trading facilities.
7. We are fully aware of and understand the relevant laws, rules and regulations relating to the services provided by the Broker to us pursuant to the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah Compliant Futures, as applicable) consisting of the Client Agreement, Terms and Conditions of Trading, Supplemental Terms and Conditions of Trading for Electronic Trading Facilities and the Risk Disclosure Statement, including those on trading and dealing of futures contracts.
8. We acknowledge and agree that the Broker may retain, for the benefit of the Broker and without any obligation to account to us, any interest/ hibah or profit the Broker receives from our monies deposited in the Trust Account (the "Client's Monies"). We further consent to the Broker withdrawing the Client's Monies and any interest/ hibah or profit received on the Client's Monies from the Trust Account, to the extent permitted by applicable laws, including but not limited to paying out such interest/ hibah or profit. The Broker may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by the Broker in maintaining the Trust Account, pay any interest/ hibah or profit received on the Client's Monies to us. We agree and acknowledge that any interest/ hibah or profit paid by the Broker to us may be less than that received by the Broker.

We duly verify that this is our written direction allowing the Broker to do the above.

9. Pursuant to Rule 4.12(2) and Rule 4.12(4) of the Rules of Bursa Malaysia Derivatives Berhad, we hereby declare that dealings in futures contract in respect of our trading account is/ shall be carried out :-

for us as principal.

for and on behalf of another person*. We agree to furnish to the Broker information and documents of the ultimate owner upon the Brokers' request. We also undertake to furnish the said information promptly, notwithstanding the termination of the Client Agreement and/ or services by the Broker. (* Note : applicable to omnibus/ agency account only)

and we make this solemn declaration conscientiously believing the same to be true, and whenever required, shall execute any additional documents in accordance to the Rules of Bursa Malaysia Derivatives Berhad in respect of our trading account as above.

10. In relation to our shareholders or beneficial owners of the company, we the undersigned also

confirm that the company has no shareholders/ beneficial owners or directors which are US persons or residents hold more than 25% direct or indirect shareholding.

confirm that the company's shareholders/ beneficial owners or directors which are US persons or residents hold more than 25% direct or indirect shareholding. *(Please complete table(s) below, where applicable)*

Shareholder/ US Director Name	% of share owned ¹	Tax Number

Note: 1.To fill up "US Director" if the person named is a US Director of the Applicant.

Beneficial Owner Name	Passport/ ID No.	Passport Expiry Date [DDMMYYYY]	Tax Number

Note: US persons and possibly US persons are also requested to complete Form W-8BEN-E or Form W-9.

We hereby consent for the Broker and its Affiliates to share our information as above, including information on directors, or shareholders or owners or beneficial owners that are U.S. Persons, with domestic or overseas regulators or tax authorities, where necessary to establish the tax liability of any of the above mentioned parties in any relevant jurisdiction.

In this respect, we confirm that we have obtained the respective consent of directors or shareholders or owners or beneficial owners that are U.S. Persons, for their information to be provided to the Broker and its Affiliates to share such information with domestic or overseas regulators or tax authorities, where necessary to establish the tax liability of any of the above mentioned parties in any relevant jurisdiction.

We agree and undertake to deliver to the Broker and its Affiliates additional information, documents and/ or forms, which our authorised signatory or director(s) will sign for the purposes of the Broker and its Affiliates' compliance with any tax laws and regulations.

Where required by domestic or overseas governmental, supervisory or regulatory authorities, we understand and agree that the Broker and/ or its Affiliates may withhold, and pay out, from any of our account(s) such amounts as may be required according to applicable laws, regulations, directives, guidelines and/ or agreements with and/ or from domestic or overseas governmental, supervisory or regulatory authorities.

"Affiliates" shall carry the meaning as defined in the Client Agreement.

We also agree and undertake to notify the Broker in a timely manner (which in any case, within 30 calendar days), and provide the information if requested by the Broker, if there is a change in any information which we have provided to the Broker as above.

11. **Disclosure to third parties for strategic alliances, marketing and promotional purposes**

We consent to our personal data and/ or any of our directors, any individual shareholders, officers, personnel, and/ or other person, individual, and/ or entity related to and/ or associated with us to be collected, used, disclosed and/ or processed by the Broker in accordance with the Client Agreement forming part of the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah- Compliant Futures, as applicable), provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by us by writing to the Broker at the following address (which may be changed by the Broker from time to time by notice to us): Level 12, Menara Aras Raya, No. 11, Jalan Raja Laut, 50350 Kuala Lumpur, Wilayah Persekutuan, Malaysia. (Attention to Client Services Department).

Further, where the Broker intends to share our information (excluding information relating to our affairs or account) with third parties for strategic alliances, marketing and promotional purposes.

- We hereby consent to the above disclosure to third parties.
- We do not consent to the above disclosure to third parties.

12. **Personal Data Notice Acknowledgement**

We agree to notify our individual shareholders, directors, officers, individual guarantors and security providers in writing of the Personal Data Notice issued by Bursa Malaysia Berhad ("**Bursa Malaysia**"), which is available at Bursa Malaysia's website at www.bursamalaysia.com or has otherwise been made available to us.

13. We acknowledge that we have received, read, understood, accepted and agreed to be bound by the contents of the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah-Compliant Futures, as applicable) consisting of the Client Agreement, Terms and Conditions of Trading, Supplemental Terms and Conditions of Trading for Electronic Trading Facilities and the Risk Disclosure Statement for futures contracts or Shariah-compliant futures contracts (as may be applicable depending on the type of account(s) being opened with the Broker) (collectively, the "Documents"), including such additional amendments or terms and conditions as may be made to the Documents from time to time.

We hereby confirm that we have read, understood, accepted and agreed to be bound by each of the terms and conditions as set out in this Account Application Form and the Documents. By the insertion of our signature below and the execution of this Account Application Form, it is deemed that the Documents have been duly executed by the Client.

AFFIX COMMON SEAL/ RUBBER STAMP HERE

Executed on behalf of the company

Signature of Authorised Signatory
Name :
NRIC/ Passport No. :
Designation :
Date :

Signature of Authorised Signatory
Name :
NRIC/ Passport No. :
Designation :
Date :

Signature of Futures Broker's Representative/ Notary Public/ Witness
Name :
NRIC/ Passport No. :
Designation :
Date :

K. ENTITY SELF-CERTIFICATION

Under Common Reporting Standard (“CRS”), CGS-CIMB Futures Sdn. Bhd. (“CGS-CIMBF”) is required to collect and report certain information to the local tax authority on the status of our clients. Should there be a change in circumstances relating to information, such as the Account Holder’s tax status or other mandatory field information that makes this form incorrect or incomplete, please notify and submit to CGS-CIMBF with an updated Self-Certification Form. Kindly consult your tax or legal adviser should you have questions on or in relation to CRS.

Part 1. Identification of Account Holder

Please declare your Tax Residency status:

- Malaysian tax resident. Please proceed to complete Part 3, 4 & 5.
 Malaysian and Non-Malaysian tax resident. (If multiple tax residency status) Please proceed to complete Part 2, 3, 4 & 5.
 Non-Malaysian tax resident. Please proceed to complete Part 2, 3, 4 & 5.

Part 2. Tax Residence Information of Account Holder

Country/ Jurisdiction of Tax Residence	Tax Identification Number (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A, B, or C)

Reason A – The country/ jurisdiction where Account Holder is liable to pay tax does not issue TIN to its residents

Reason B – The Account Holder is otherwise unable to obtain a TIN or equivalent number

Reason C – No TIN is required (note : only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed)

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number.

1.	
2.	
3.	

Part 3. Entity Type

Please tick the applicable type of entity either Financial Institution (“FI”) or Non-Financial Entity (“NFE”).

Financial Institution (“FI”)

- 1A) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution
 1B) Other Financial Institution

Non-Financial Entity (“NFE”)

- 1C) Active NFE – A corporation that is publicly traded or a related entity of such corporation
 The Account Holder is a corporation, the stock of which is regularly traded on _____, which is an established securities market.
 The Account Holder is a related entity of _____, a corporation, the stock of which is regularly traded on _____, which is an established securities market.
- 1D) Active NFE – A Governmental Entity
 1E) Active NFE – A Central Bank
 1F) Active NFE – An International Organisation
 1G) Active NFE (e.g. active business, start-up company, charity or non-profit organization and an entity other than Entity 1C or 1F)
 1H) Passive NFE – Not an Active NFE
(complete the Controlling Person of Entity in the Annex form)

Part 4. Controlling Person¹

No.	Name	Current Residence Address	Tax Residency	Tax Identification No. (TIN) or equivalent
1.				
2.				
3.				

Part 5. Declaration

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with CGS-CIMB Futures Sdn. Bhd. ("CGS-CIMBF") and its related and associated corporations (collectively "CGS-CIMB Group") setting out how CGS-CIMB Group may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported directly or indirectly to any relevant tax authority, including of the country/ jurisdiction in which this account(s) is/ are maintained and exchanged with tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Account Holder may be resident for tax purposes pursuant to agreements between competent authorities to exchange financial account information.

I certify that I am authorized to sign on behalf of the Account Holder in respect of all the account(s) to which this form relates and I declare that all statements made in this declaration are to the best of my knowledge and belief, correct and complete.

If there is a change in circumstances that affects the tax residence of the Account Holder or causes the information contained herein to become incorrect or incomplete, I understand that I am obligated to inform CGS-CIMB Group of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

Signature & Name

Designation

Date [DD/MM/YYYY]

¹ Controlling Person to fill the table above and Annex form
* Delete whichever is not applicable

CONTROLLING PERSON SELF-CERTIFICATION FORM (ANNEX FORM)

Note: To be completed by each Controlling Person(s), if applicable. Please make another copy of this section if the controlling person is more than 2.

Part 1. Identification of Controlling Person(s)

Controlling Person 1	Controlling Person 2
Full Name:	Full Name:
Current Residence Address:	Current Residence Address:
Postal Code/ Zip Code & Country:	Postal Code/ Zip Code & Country:
Mailing Address (if different):	Mailing Address (if different):
Postal Code/ Zip Code & Country:	Postal Code/ Zip Code & Country:
Date of Birth:	Date of Birth:

Part 2. Tax Residence information

	Controlling Person 1	Controlling Person 2
Country/ Jurisdiction of Tax Residence		
Tax Identification Number (TIN) or equivalent		
If TIN or equivalent is unavailable, please state reason (A, B or C)		

Reason A – The country/ jurisdiction where Account Holder is liable to pay tax does not issue TIN to its residents

Reason B – The Account Holder is otherwise unable to obtain a TIN or equivalent number

Reason C – No TIN is required (note : only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed)

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number

No.	Reasons	Controlling Person 1	Controlling Person 2
1.			
2.			
3.			

Part 3. Type of Controlling Person

Controlling Person of a Legal Person		Controlling Person 1	Controlling Person 2
<input type="checkbox"/>	Control by ownership (direct or indirect)		
<input type="checkbox"/>	Control by other means		
<input type="checkbox"/>	Senior managing official		

Controlling Person of a Trust		Controlling Person 1	Controlling Person 2
<input type="checkbox"/>	Settlor		
<input type="checkbox"/>	Trustee		
<input type="checkbox"/>	Protector		
<input type="checkbox"/>	Beneficiary		
<input type="checkbox"/>	Other: Please specify type		

Controlling Person of a Legal Arrangement (Non-Trust)		Controlling Person 1	Controlling Person 2
<input type="checkbox"/>	Settlor-equivalent		
<input type="checkbox"/>	Trustee-equivalent		
<input type="checkbox"/>	Protector-equivalent		
<input type="checkbox"/>	Beneficiary-equivalent		
<input type="checkbox"/>	Other-equivalent: Please specify type		

Part 4. Declaration

We understand that the information supplied by us is subject to the terms and conditions governing the Account Holder's relationship with CGS-CIMB Futures Sdn. Bhd. ("CGS-CIMBF") and its related and associated corporations (collectively "CGS-CIMB Group") setting out how CGS-CIMB Group may use and share the information supplied by us.

We acknowledge that the information contained in this declaration and information regarding the Controlling Person and any Reportable Account(s) may be provided directly or indirectly to any relevant tax authority, including of the country/ jurisdiction in which this account(s) is/ are maintained and exchanged with tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Account Holder may be resident for tax purposes pursuant to agreements between competent authorities to exchange financial account information.

We certify that we are the Controlling Person or are authorized to sign for the Controlling Person**, of the account(s) held by the entity Account Holder to which this form relates. We declare that all statements made in this declaration are to the best of our knowledge and belief, correct and complete.

If there is a change in circumstances that affects the tax residence of the Account Holder or causes the information contained herein to become incorrect or incomplete, we understand that we are obligated to inform CGS-CIMB Group of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

Controlling Person 1

Controlling Person 2

Signatory

Name :

New NRIC/ Passport No. :

Passport Expiry Date :

Date :

Signatory

Name :

New NRIC/ Passport No. :

Passport Expiry Date :

Date :

**Delete whichever is not applicable*

*** Authorisation on behalf of the Controlling Person must be accompanied with Power of Attorney or equivalent recognized document of the country*

Definitions of Entity Self-Certification

1. ACCOUNT HOLDER

Means the person or legal entity listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

2. ACTIVE NFE

Means any Non- Financial Entity that meets any of the following criteria:

- (a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- (c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- (d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (e) the NFE is not yet operating a business and has no prior operating history, (a "start-up NFE") but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- (f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial institutions;
- (h) the NFE meets all of the following requirements:
 - i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - ii) it is exempt from income tax in its jurisdiction of residence;
 - iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
 - v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organization, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

3. CONTROLLING PERSON

Means the natural persons who exercise control over an entity or any shareholder with interest of more than 25% shares or threshold set by the local authority. In the case of a trust, such term means the settlor, the trustee, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' must be interpreted in a manner consistent with the FATF recommendations or by the local regulations governing non-individual entities. If the account is maintained for an entity of which the individual is a Controlling Person, then the 'Controlling Person tax residency Self-Certification' form should be completed instead of this form.

4. CUSTODIAL INSTITUTION

Means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

5. DEPOSITORY INSTITUTION

Means any Entity that accepts deposits in the ordinary course of a banking or similar business.

6. ENTITY

Means a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.

7. FINANCIAL ACCOUNT

Means an account maintained by a Financial Institution, and includes depository accounts, custodial accounts, equity and debt interest in certain investment entities; cash value insurance contracts and annuity contracts.

8. FINANCIAL INSTITUTION

A financial institution generally means an entity that is a depository institution, custodial institution, investment entity, or an insurance company (or holding company of an insurance company) that issues cash value insurance or annuity contracts.

9. INVESTMENT ENTITY

The term "Investment Entity" includes two types of Entities:

- i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a client:
 - Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - Individual and collective portfolio management; or
 - Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.Such activities or operations do not include rendering non-binding investment advice to a client.

- ii) "The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity

10. NFE

Means any Entity that is not a Financial Institution.

11. PARTICIPATING JURISDICTION

Means a jurisdiction with which an agreement is in place pursuant to which it will provide the information set out in the CRS.

12. PASSIVE NFE

Means any:

- i) NFE that is not an Active NFE;
- ii) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution; and
- iii) Refers to entities, organisations, companies or special purpose vehicles of private equity funds with non-active trading or business activities. It derives its income from passive assets and more than 50% of the entity's gross income are passive income. Examples of passive income are interests, dividends, royalties and rental income.

13. RELATED ENTITY

An Entity is a Related Entity of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

14. REPORTABLE ACCOUNT

Means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

15. REPORTABLE JURISDICTION

A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

16. REPORTABLE PERSON

Means reportable person other than:

- i) a corporation the stock of which is regularly traded on one or more established securities markets;
- ii) any corporation that is a Related Entity of a corporation
- iii) a Governmental Entity;
- iv) an International Organisation;
- v) a Central Bank; or
- vi) a Financial Institution

17. TAX RESIDENT

A Tax Resident/ Resident (for tax purposes) is an individual or an entity who is resident under the tax laws of a jurisdiction.

18. TIN

Means Taxpayer Identification Number or functional equivalent in the absence of a Taxpayer Identification Number. Further details of acceptable TINs can be found at: <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

DISCLAIMER:

The above are selected definitions to assist you with the completion of this Form. Should you have any questions, please consult your tax or legal adviser on or in relation to CRS.



**General Terms and Conditions and Risk Disclosure Statement
– Conventional Futures Broking**

CGS-CIMB FUTURES SDN BHD

CLIENT AGREEMENT

DEFINITIONS

In this Agreement, the following expressions shall have the meanings set out hereunder:

“Account Application Form” means the application form(s) by which the Client applies to open one or more accounts with the Broker;

“the Act” means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and re-enactments thereof in force as may be made at any time and from time to time;

“Affiliates” means (i) a related corporation (as defined in the Companies Act 2016) of the Broker, (ii) CGS-CIMB Securities International Pte Ltd and its related corporations (as defined in the Companies Act 2016), (iii) a member of the CGI Group, and/or (iv) a member of the CIMB Group;

“Agreement” means this Client Agreement (as may from time to time be varied or modified in accordance with its provisions) and includes the Account Application Form, Terms and Conditions of Trading, its appendices, and all other documents or instruments made supplemental to it including but not limited to this Client Agreement;

“Base Currency” means Ringgit Malaysia;

“BNM” means Bank Negara Malaysia, the Central Bank of Malaysia;

“Broker” means CGS-CIMB Futures Sdn Bhd, a holder of the Capital Markets Services License who carries on the business of regulated activity of trading in futures contract under the Act and a trading participant of Bursa Derivatives;

“Bursa Clearing” means Bursa Malaysia Derivatives Clearing Berhad;

“Bursa Derivatives” means Bursa Malaysia Derivatives Berhad;

“Business Day” means a day on which the Broker is open for business or a day on which the Exchange on which the futures contract are carried out is open for trading;

“CGI Group” means CGS International Holdings Limited and its related corporations (as defined in the Companies Act 2016);

“CIMB Group” means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act 2016);

“clearing organization” means, in the case of Malaysian futures contract, Bursa Clearing or a clearing house as may be appointed by Bursa Derivatives from time to time and in the case of Foreign futures contract, the relevant clearing organization that clears and settles the futures contract for the relevant Transactions;

“Client” means the account holder whose name and address appear in the Account Application Form;

“Exchange” means in the case of Malaysian futures contract, any derivatives exchange owned, operated and/or maintained by Bursa Derivatives, and in the case of Foreign futures contract, the relevant derivatives exchange on which the relevant Transactions are effected;

“Foreign Agents” has the meaning ascribed to it in Clause 21(a);

“Foreign futures contract” means futures contracts that are traded on a derivatives exchange outside of Malaysia and are not traded on Bursa Derivatives;

“Foreign Rules” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign derivatives exchange or clearing organization or any governmental or regulatory authorities of any foreign jurisdiction, whether having the force of law or not, and all applicable laws in such foreign jurisdiction by which the Broker and/or the Client may be bound or which apply to any of the Transactions or Transactional Services;

“Foreign Transactions” has the meaning ascribed to it in Clause 21;

“futures contract” has the meaning given in Section 2 of the Act;

“Indebtedness” means all sums that may from time to time become due to the Broker or any other party appointed by the Broker including all fees, commissions, brokerage charges, principal, interest, costs (including legal costs on a solicitor and client basis), expenses, late payment charges and other amounts owing to the Broker, arising under or in respect of (i) any of the Transactional Services or the Transactions, or (ii) the performance or non-performance of any of the Client’s obligations to the Broker, whether under these terms and conditions or otherwise, including but not limited to other moneys payable by the Client to the Broker whether by way of indemnification or pursuant to any of the security documents or otherwise (including legal and other fees on a full indemnity basis and any costs, charges, fines, penalties and expenses whatsoever incurred by the Broker or imposed on the Broker by any Exchange or clearing organization resulting from, arising out of or in connection with transactions of the Client or incurred by the Broker in relation to the Client and all other moneys secured;

“Malaysian futures contract” means futures contracts that are traded on Bursa Derivatives;

“Malaysian Rules” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the SC, Bursa Derivatives, Bursa Clearing, BNM and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Malaysia including but not limited to the Act and all relevant rules, regulations, notices issued pursuant to the Act. References to any rules, practices, notices, directives and regulations and/or applicable law shall be deemed to include references to such rules, practices, notices, directives and regulations or applicable law as re-enacted, amended or extended and any subordinate legislation (as the case may be) enacted from time to time under it;

“**open contract**” means a futures contract between the Broker and Bursa Clearing which has not been extinguished or terminated in accordance with the rules of Bursa Clearing;

“**Securities Commission**” or the “**SC**” means the Securities Commission Malaysia;

“**Traded Currency**” has the meaning ascribed to it in Clause 20(a);

“**Transactional Services**” means any services provided to the Client by the Broker under the terms and conditions of this Agreement or such other terms and conditions as the Broker may from time to time prescribe;

“**Transactions**” means transactions relating to futures contract undertaken by or on behalf of the Client under this Agreement including but not limited to Foreign Transactions; and

“**Trust Account**” means the trust or segregated account maintained by the Broker in accordance with the Act and shall include any trust or segregated accounts holding foreign currencies.

1. APPOINTMENT OF BROKER

The Client appoints the Broker and the Broker accepts the appointment, upon the terms and conditions of this Agreement, as the Client's broker in relation to trading in futures contract and to maintain and operate accounts with the Broker in relation to trading in futures contract.

2. APPLICATION OF MONEY & PROPERTY

All money and property deposited with the Broker by the Client or which is received by the Broker for or on behalf of the Client shall be segregated and invested by the Broker in accordance with the Act and the business rules of the Exchange.

3. ACKNOWLEDGEMENT

The Client acknowledges that trading in futures contract incurs the possibility of a deficit balance, risk of loss as well as the prospect of profits and other risks as disclosed in the Risk Disclosure Statement.

4. COMMISSION & FEES

The Client shall pay commission and fees at such rates as is determined from time to time by the Exchange, or in the absence of such determination, at the rates as notified by the Broker to the Client in writing from time to time. All stamp duty, costs and expenses incurred for, or to be incurred on behalf of the Client shall be paid by the Client as invoiced by the Broker.

Without prejudice to any other provision herein, the Client shall be liable for any taxes in connection with or arising out of this Agreement or any services in connection therewith.

5. INTEREST

- (a) Except as otherwise provided in the terms and conditions of this Agreement, the Client agrees to pay interest on all sums due to the Broker at such rate as may be prescribed by the Broker from time to time depending on the currency involved, for all outstanding sums due from the due date to the date of full payment as well as before any demand or judgment.
- (b) The Client acknowledges and agrees that the Broker may retain, for the benefit of the Broker and without any obligation to account to the Client, any interest the Broker receives from the Client's monies deposited in the Trust Account (the “**Client's Monies**”). The Client further consents to the Broker withdrawing the Client's Monies and any interest received on the Client's Monies from the Trust Account. The Broker may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by the Broker in maintaining the Trust Account, pay any interest received on the Client's Monies to the Client. The Client agrees and acknowledges that any interest paid by the Broker to the Client may be less than that received by the Broker.
- (c) Subject to all applicable laws, the Client agrees that the Broker will be entitled to retain all of the interest earned from the maintenance of any monies standing to the credit of the Client's account and the Client agrees that the Broker will be entitled to retain all of the returns from investments of monies received on the Client's account.

6. DEPOSITS & MARGINS

The Client shall maintain with the Broker a deposit (the “**Deposit Amount**”) in the account and pay such margins or lodge or deposit such acceptable securities (to be determined by the Broker in its absolute discretion) as may be required by the Broker from time to time in connection with the trading by the Client in futures contract. The Client agrees and acknowledges:

- (a) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;
- (b) that in respect of trading in options, the liability to pay the premium accrues at the time the trade is executed regardless of when a demand for payment of the same is made;
- (c) that the Client's liability in respect of margin calls is not limited to the Deposit Amount;
- (d) that upon a call being made by the Broker for payment of additional Deposit Amount or margin (by whatever terms those obligation are described) or for the deposit or lodgment of securities as the Broker, in its absolute discretion, in its opinion necessary to protect itself from the personal obligation incurred by the Client dealing in futures contract, the Client shall forthwith make such further payments and/or deposits with the Broker and do all such acts and things and execute all such instruments and documents as may be requested by the Broker pursuant to the call made by the Broker;

- (e) that the time for payment of margins is of the essence and the Broker shall have the discretion to close out all or any open position of a Client at any time where the Client fails to comply with a demand for margin after a margin call has been made by the Broker; and
- (f) in relation to trades conducted on the Exchange and registered with the clearing organization on the Client's behalf, that the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than the Broker.

7. FURTHER AGREEMENT

The Client further agrees and acknowledges:

- (a) that the Client and the Broker are bound by the Act, the Capital Markets and Services Regulations 2007 and any instrument issued in accordance with the Act, the business rules and customs, usages and practices of the Exchange, the business rules and the customs, usages and practices of the clearing organization;
- (b) that the Broker will be trading as a principal at all times (and accordingly be liable to the Exchange as such principal) notwithstanding that the Broker will be carrying out the instructions of the Client as the Client's agent. Any benefit or rights accruing to the Broker in relation to its dealings with the Exchange or in relation to any registration of a futures contract with the clearing organization is personal to the Broker and need not be passed by the Broker to the Client;
- (c) that in relation to all trading in futures contract on the derivatives market of the Exchange on behalf of the Client or pursuant to his instructions and all contracts registered by the Broker with the clearing organization relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against the Exchange, the clearing organization or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act;
- (d) that clauses 7(b) and 7(c) shall not affect any right, entitlement or remedy of the Broker against the Client or vice versa;
- (e) that the Client will promptly obtain and communicate to the Broker all information and deliver or cause to be delivered to the Broker all documents with respect to dealings by the Client in futures contract, which are requested by the Exchange or the clearing organization and also irrevocably authorises the Broker to produce the information or documents to the requesting party;
- (f) that the Client hereby irrevocably and unconditionally authorises the Broker to disclose to the Exchange, clearing organization or any entity who has the authority or power to require disclosure of the same, full details of the Client's positions with the Broker and any other information in relation to the Client with respect to trading futures contract on the Exchange;
- (g) that dealing in futures contract may create an obligation to give or take delivery or make cash settlement in accordance with the terms of trading of such futures contract;
- (h) that the Client has the power and all the requisite approvals to enter into this Agreement with the Broker and to trade in futures contract and that the actions of the persons empowered to act on the Client's behalf have been authorised by all necessary and appropriate corporate actions;
- (i) that the Broker has the right (subject to Section 99 of the Act), either on its own account or on behalf of other clients, to take opposite positions to the positions taken by the Client in futures contract;
- (j) that the contents of contract notes, open position statements and other statements, unless objected to by the Client in writing within **TWO (2) BUSINESS DAYS** of being served shall be prima facie evidence of the correctness of its contents;
- (k) that the Broker shall not be in any way liable for damages, loss, costs or expenses of any kind suffered or incurred by the Client except in respect and to the extent of any gross negligence, fraud or dishonesty of the Broker or any claim which under any applicable law it is not lawful to exclude;
- (l) that the Client's conversations with the Broker may be recorded by the Broker;
- (m) that should the Broker have notice of any act of bankruptcy of the Client (in the case of an individual) or of the presentation of any petition for the winding-up of the Client (in the case of a corporate client) or should the Client fail to meet any call for payment of deposit or margin (or to lodge any securities acceptable to the Broker) then the Broker may (without prejudice to any other rights or powers available to it) in its absolute discretion, and without creating an obligation to do so, close out without notice, all or some of the Client's futures contract;
- (n) that the Client is responsible to pay in cash any deficit owing to the Broker after close out of any of the Client's futures contract or closure of the Client's account and that if the Client defaults in payment of such deficit, the Broker may realise any deposit in the account, Trust Account and securities held by the Broker and apply the proceeds against the deficiency;
- (o) that the Broker reserves the right to refuse to deal or trade on behalf of the Client in relation to any dealings, in futures contract (other than closing out existing positions held on behalf of the Client) or limit the number of open positions held on behalf of the Client or both. The Broker will however, inform the Client of any refusal at or before the time of the Client placing any further orders with the Broker or as soon as possible thereafter;
- (p) that the deposit, margin and any securities deposited with the Broker may be utilised in meeting any obligations of the Client in respect of futures contract traded by or on behalf of the Client;
- (q) that the Broker, its directors, agents, employees or persons related to any of the foregoing may trade in futures contract on their own account;

- (r) that the Client agrees to abide by any position and exercise limits set by the Exchange or clearing organization as notified by the Broker to the Client;
- (s) that the Broker will use reasonable endeavours to execute or arrange the execution of the Client's instruction, but the Broker will not be responsible for delay or error in the transmission or execution of the Client's instruction save through the Broker's own wilful act or omission, or gross negligence, fraud or dishonesty;
- (t) that the Broker is entitled to assume the genuineness and authenticity of any instructions given or purportedly given by or on behalf of the Client and that the Broker shall not be obliged to make any enquiry and shall be entitled to act and the Client hereby instructs the Broker to act upon any such instructions believed by it to be genuine;
- (u) that the Broker will incur a personal obligation when dealing in futures contracts on behalf of the Client;
- (v) that the Client shall indemnify and keep indemnified the Broker against any and all liabilities, losses, damages, actions or proceedings and reasonable costs and expenses incurred or suffered by the Broker in connection with or arising out of any act or thing duly done by the Broker under or in pursuance of this Agreement and against any and all liabilities, losses, damages, actions and proceedings, and reasonable costs and expenses incurred or suffered by the Broker as a result of any breach of obligations of the Client under this Agreement including reasonable legal fees on a solicitor-client basis, incurred or suffered by the Broker in the enforcement of any of the provisions of this Agreement or by reason of anything lawfully done by the Broker in accordance with, pursuant or incidental to this Agreement or by reason of the Broker complying with any direction, request or requirement of the Exchange, the clearing organization or other regulatory authority. This clause shall not apply to the extent of the Broker's negligence, fraud or wilful default in respect of any such liabilities, losses and otherwise;
- (w) that the Broker may (but is not obliged to) request confirmation in writing from the Client in respect of orders made through the telephone or other means, electronically or otherwise by the Client. If such confirmation in writing is requested by the Broker, the Broker will not be obliged to act on any verbal notices, instructions or communications until receipt of the requested confirmation in writing by the Broker;
- (x) that all notices, instructions and other communication given by letter, fax transmission or other electronic means (including e-mail and text messages sent through any short message service or any messaging application including but not limited to Whatsapp) must be sent to or left at, in the case of the Broker, the e-mail address or contact number of the Broker or its officers, employees or agents, or the business address (in the case of letters) of the Broker (as applicable) at the relevant time and in the case of the Client, the address or contact number (as applicable) stated in any agreements entered into between the Broker and the Client or as notified in writing to the Broker by the Client from time to time. All such notices, instructions or other communications given by the Broker to the Client as aforesaid will be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of delivery by electronic means, upon transmission;
- (y) that if instructions, funds or documents are not received by the Broker within the requisite time, the Broker may, without notice to the Client, either liquidate the Client's futures contracts, or make or receive delivery on behalf of the Client upon such terms and by such methods which the Broker deems to be proper;
- (z) that each employee and registered representative of the Broker acts as the agent of the Broker in connection with the Broker's business of trading in futures contract and the Broker is liable for all such acts of the agent;
- (aa) that the use of the monies paid to the Broker or used in the trading of futures contract by the Client does not contravene any Malaysian Rules or Foreign Rules;
- (bb) that the Client is familiar with all relevant Malaysia Rules and Foreign Rules;
- (cc) that the Client will at all times comply with and observe all applicable Malaysian Rules and Foreign Rules;
- (dd) that all Transactions by the Broker on the Client's behalf will be subject to all applicable Malaysian Rules and Foreign Rules;
- (ee) that the Client shall give the Broker at least two (2) Market Days' prior notice with respect to any proposed withdrawal of foreign currencies from the Trust Account; and
- (ff) that the Broker may amend, vary or supplement any terms or conditions hereunder or any specific terms or conditions relating to this Agreement by notice to the Client by any means the Broker deems fit and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be).

8. EVENTS OF DEFAULT

If:

- (a) the Client makes any representation that is incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by the Broker;
- (b) any guarantee of or security for the Client's obligations is, without the consent of the Broker, withdrawn or becomes defective or insufficient;
- (c) the Client fails to meet margin call for deposit or margin or (where acceptable to the Broker) lodge such acceptable securities in lieu thereof;
- (d) the Client fails to effect delivery or effect acceptance of a delivery of and make payment for an underlying interest of the futures contract under the terms of the relevant futures contract;

- (e) the Client breaches or threatens to breach any other agreement, arrangement or understanding, whether enforceable or not, between the Client and the Broker or any related corporation of the Broker;
- (f) the conduct of the Client is such that a reasonably prudent broker would be of the view that the Client is, would be or is likely to be unable to comply with all of the Client's obligations under this Agreement, including, without limitation, strict compliance with any time provision;
- (g) the Client (if being a company) convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignment for the benefit of its creditors; or
- (h) a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the Client or an administration order or a winding-up order is made against the Client (other than for the purpose of and followed by a solvent reconstruction);

the Broker shall be entitled in its absolute discretion and without notice to the Client (but shall endeavour to the extent practicable to give such notice), and at such times and in such manner as it, in its absolute discretion thinks fit, to do any or all of the following: -

- (i) close out, exercise or leave it to expiry any / all futures contract not yet exercised;
- (ii) take such other action as a reasonably prudent futures broker would take in the circumstances to protect the personal obligation or satisfy the personal liabilities incurred when trading on behalf of the Client;
- (iii) sell or otherwise trade with any or all of the Client's property as agent for the Client (for which this clause shall constitute sufficient and irrevocable authority) in the Broker's discretion and on such terms and conditions as the Broker thinks fit and may complete any blanks in any instrument and do all such acts and execute all such instruments as may be necessary or desirable to exercise the powers referred to above in respect of such property, which shall include, without limitation, any acceptable securities lodged with the Broker and to apply the proceeds of such sale by way of set-off to satisfy any liability of the Client to the Broker;
- (iv) exercise any other power or right which it may have under this Agreement or in law or equity; and
- (v) terminate this Agreement forthwith.

The costs, expenses and charges incurred by the Broker in exercising or enforcing any of its rights and powers under this Agreement shall be borne by the Client and may be recovered by the Broker as a debt immediately due and payable.

The termination of this Agreement for whatever reason shall not affect any other rights or remedies available to the Broker in this Agreement or in law, in particular but without limitation, the right to recover damages against the Client.

9. TERMINATION

Either party may terminate this Agreement at any time by giving the other notice in writing of seven (7) days to that effect. Upon termination of this Agreement (which shall take effect on expiry of the notice period), unless otherwise agreed in writing, the Broker will close out all the Client's futures contract and/or subsequently leave any or all futures contract to expiry and/or exercise any options not yet exercised.

10. ATTORNEY AND/OR AGENT

The Client in relation to dealings on Bursa Derivatives appoints the Chief Executive Officer of Bursa Clearing (or as may be determined by Bursa Derivatives) as the Client's attorney and/or agent to do all things necessary to transfer any open positions held by the Broker on the Client's behalf to another broker where the participanship of the Broker has been suspended or terminated.

11. RISK DISCLOSURE STATEMENT

The Client acknowledges receipt of a risk disclosure statement from the Broker and the execution of a duplicate of that risk disclosure statement after reading (or explanation by the Broker) and understanding the same. The Client states that the Client has considered the Client's own objectives, financial situation, needs and risks involved and has formed the opinion that dealing in futures contract is suitable for the Client.

12. DEFENCES, WAIVERS & RELEASE

- (a) Every exemption from liability, defence or immunity available to the Broker shall also be available to and extend to protect every one of its employees, agents or representatives or all or some of them. For the purpose of this clause, the Broker shall be or shall be deemed to be acting as agent on behalf its employees, agents or representatives.
- (b) No failure, delay, relaxation or indulgence on the part of the Broker in exercising any power or right conferred upon it under this Agreement or otherwise shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any future exercise thereof.
- (c) The Client releases the Broker from actions, claims, demands, suits and liabilities whatsoever which the Client may have or claim to have or but for this release might have had against the Broker arising out of any warranty, representation or disclosure not set out or referred to in this Agreement, other than in respect only of the gross negligence, fraud or dishonesty of the Broker.

13. CONTINUING OBLIGATIONS

All the terms and provisions of the Agreement shall be continuous and (i) shall apply to all transactions in the Client's account(s) with the Broker, now existing or hereafter opened, from the original opening to the time of final closing, including all renewals or reopenings thereof however numerous and at whatever intervals, (ii) shall remain in full force and effect until terminated in accordance with Clause (9). The Client hereby ratifies all transactions with the Broker effected prior to the date of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by the terms of this Agreement.

14. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. The Client hereby submits to the non-exclusive jurisdiction of the courts of Malaysia in respect of any legal proceedings in connection with this Agreement. The Client agrees that nothing herein precludes the right of the Broker to bring proceedings in any other court or courts of competent jurisdiction as the Broker may elect and that legal proceedings in any one or more jurisdiction shall not preclude legal proceedings in any other jurisdiction.

15. PERSONAL DATA

- (a) To process, administer and/or manage the Client's relationship and/or account with the Broker, and to provide the Client with the services and products of the Broker and their continuing operation, the Broker will necessarily need to collect, use, disclose and/or process the personal data about the Client and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation, including the Client's financial condition, the Transactions undertaken by or on behalf of the Client and information in connection with the Account.
- (b) Such personal data will be collected, used, disclosed and/or processed by the Broker for one or more of the following purposes:
- (i) processing the Client's enquiries and application for account opening, services and products by the Broker;
 - (ii) providing the Client with the services and products of the Broker and the Broker's Affiliates, business partners and related companies;
 - (iii) administering and/or managing the Client's relationship with the Broker and/or the Account;
 - (iv) carrying out the Client's instructions or responding to any enquiries by the Client;
 - (v) carrying out due diligence, monitoring or other screening activities (including background checks) in accordance with legal or regulatory obligations, internal compliance requirements or risk management procedures (including but not limited to those designed to combat financial crime, "know-your-customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by the Broker or its Affiliate;
 - (vi) dealing in any matters relating to the services and/or products which the Client is entitled to under these terms and conditions (including the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to the Client, which could involve disclosure of certain personal data about the Client or the Client's personnel to bring about delivery of the same as well as on the external cover of envelopes/ mail packages);
 - (vii) the recovery of any and all sums that may from time to time become due to the Broker or any other party appointed by the Broker including all -Indebtedness arising under or in respect of (i) the services provided to the Client by the Broker under this Agreement or such other agreement as the Broker may from time to time prescribe or (ii) the performance or non-performance of any of the Client's obligations to the Broker, whether under the terms and conditions of this Agreement or otherwise;
 - (viii) the process of reviewing and approving the Client's account with the Broker, and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
 - (ix) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the Client's account with the Broker, and whether or not there is any suspicion of the aforementioned;
 - (x) managing the Broker's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by the Broker, including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
 - (xi) security, surveillance and/or identity verification purposes and managing the security of the Broker's premises including but not limited to carrying out CCTV surveillance, audio recordings of the Client's instructions or conversations over the telephone or during face to face communications with the Broker's employee;
 - (xii) if consented to by the Client or any of the Client's authorised person (as may be applicable) via the Client's registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and facilitate the Client's participation in such activities. Some of these activities are governed by additional terms and conditions, which could contain additional information about how the Broker uses and discloses the Client's personal data or that of the Client's personnel (where applicable), so the Client should read these carefully;
 - (xiii) complying with applicable law in administering and managing the Client's relationship with the Broker; and/or
 - (xiv) if consented to by the Client in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the despatch of marketing information relating to financial or investment services or products offered by the Broker and its Affiliates, business partners and related companies (whether by the Broker, its Affiliates, business partners or related companies) which the Broker thinks is of benefit or interest to the Client via the Client's agreed methods of communication
- (collectively, the "**Purposes**").

- (c) Without prejudice to anything else in the terms and conditions of this Agreement, in carrying out one or more of the above Purposes, the Broker may need to disclose the Client's personal data and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation) to certain third parties, whether located within or outside Malaysia, as such third parties would then be processing such personal data for one or more of the above Purposes. The Client confirms that it/he/she has obtained their consent or is otherwise entitled to provide their personal data and information to the Broker and hereby acknowledges and agrees that such personal data will/may be disclosed by the Broker to the following third parties (whether located within or outside Malaysia) for one or more of the above Purposes and for the said third parties to subsequently process such personal data for one or more of the above Purposes:
- (i) the Broker's Affiliates and between each of them;
 - (ii) the Broker's (or any of its Affiliates) third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or derivatives clearing or other services to the Broker in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
 - (iii) any credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution, and, in the event of default, to debt collection agencies;
 - (iv) any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring/provision of services), external asset managers, service providers (e.g. alternative investment service providers) and financial service providers;
 - (v) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
 - (vi) the Broker's (or any of its Affiliates) auditors and professional advisors including its solicitors;
 - (vii) any person to whom the Broker is under an obligation to make disclosure under the requirements of any law binding on the Broker or any of the Broker's Affiliates or branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Broker or any of the Broker's Affiliates or branches are expected to comply with;
 - (viii) any person to whom disclosure is permitted or required by any statutory provision or law;
 - (ix) any permitted assigns;
 - (x) the Broker's successors in title; and/or
 - (xi) any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
- (d) If the Client (or where applicable, any of the Client's next of kin, individual guarantors and dependents (where the Client is an individual) and/or the Client's directors, individual shareholders, officers, his personnel, individual guarantors and security providers (where the Client is a corporation)) does not wish for the Broker to use the submitted personal data or disclose the submitted personal data for any of the above Purposes, the Client may withdraw the consent at any time by written notice to the Broker, pursuant to the Personal Data Protection Act 2010, however, depending on the circumstances and the nature/extent of the withdrawal, the withdrawal of consent may result in the Broker inability to provide the Client with the services and products under this Agreement and hence may result in the termination of the Client's relationship and/or account(s) with the Broker or other consequences of a legal nature which may arise by virtue of the Client's legal relationship with the Broker.
- (e) The Client agrees to ensure the personal data and information of third parties furnished to the Broker are accurate and agrees to update the Broker in writing in the event of any change to such personal data and information. To the extent that the applicable law allows, the Client may request access to, and correction of, the personal data. The Client acknowledges that some personal data may be exempt from such access and correction rights in accordance with local personal data protection laws. The Client may wish to contact the Broker at 03-26358908 or email should the Client wish to request such access to, and/or correction of, the Client's personal information.
- (f) The Client hereby confirms that the Client has read, understood and agrees to be bound by CGS-CIMB Group Privacy Notice (which is available at www.cgs-cimb.com.my "Privacy Notice") and the clauses therein, as may relate to the processing of the Client's personal information. For avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed incorporated by reference into this Agreement.
- (g) For the avoidance of doubt, in the event that Malaysian personal data protection law permits an organization such as the Broker to collect, use or disclose the Client's personal data without the Client's consent, such permission granted by the law shall continue to apply.
- (h) The Client agrees that where the Client's written permission is required by law or otherwise for any such disclosure by the Broker, the signing of the application form(s), account opening document(s), and/or any other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.
- (i) The Broker's rights under this Clause shall be in addition to and without prejudice to the Broker's other rights of disclosures available pursuant to any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

16. DISCLOSURE OF INFORMATION

- (a) The Client hereby expressly authorises and permits the Broker and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Client's account under this Agreement, including but not limited to information relating to any Transaction or dealings between the Client and the Broker (except that where such information contains personal data regulated by the Personal Data Protection Act 2010, such personal data shall be disclosed in accordance with Clause 15 above):
- (i) to any current or future Affiliate, or entity currently or which in the future may be associated with the Broker, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) ("**Authorised Parties**");
 - (ii) to the auditors, legal advisors and other professional advisors of the Broker and the Authorised Parties;
 - (iii) to any person or organization participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Malaysia or elsewhere for the purpose of the operation of the Services including but not limited to investigating discrepancies or claims;
 - (iv) to any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client's name and/or other particular appears, or any data or record of any document whatsoever;
 - (v) to the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
 - (vi) to any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Malaysia or other jurisdictions, including the jurisdictions in which the Client has traded or where any of the Broker's overseas business operations are situated;
 - (vii) to any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
 - (viii) to any of the Authorised Parties for risk management purposes, for monitoring credit exposure of the Broker and/or any of its Affiliates, for purposes of centralisation of operations within the Broker and/or any group in which the Broker or any of its Affiliates is a member thereof, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
 - (ix) to any credit bureau (including the members of such credit bureau of which the Broker is a member), rating agency, insurer, or any other provider of credit protection to the Broker and/or any of the Authorised Parties;
 - (x) to any counterparty transacting with the Broker or any of the Authorised Parties for the purposes of or in connection with any Transactions undertaken by or on behalf of the Client;
 - (xi) to any assignee or transferee or prospective assignees or transferees of the Broker's credit facilities, business and undertakings or such part thereof;
 - (xii) to any person with whom the Broker may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or service under, pursuant or otherwise in connection with, the terms and conditions of this Agreement;
 - (xiii) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of the Broker or its holding company with/by another company; and
 - (xiv) to any other person or entity at any time:
 - (1) which the Broker or any of its authorised representatives considers appropriate for any purpose in connection with the terms and conditions of this Agreement; or
 - (2) where such particulars of the Client's account were inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of the Broker or its authorised representatives.
- (b) The Client recognizes and acknowledges that the Broker is irrevocably authorised to disclose to the Client's futures broker's representative(s) (whether present or in future) appointed by the Client, authorised officers and the Broker's employees or any other person as the Broker may think fit or necessary, information in relation to all the Client's accounts, details of Transactions entered into by the Client, as well as shareholdings held beneficially or owned by the Client (including but not limited to providing such persons with statements of account pursuant to any balance enquiries and/or requests for such statements). For the avoidance of doubt, this authorisation will remain in full force unless revoked by the Client in writing to the Broker (with a copy of such revocation given to the Broker),

AND the Client hereby agrees that the Client will not hold the Broker or any of its officers, employees, agents, representatives or dealer's representatives liable for disclosure of such information, or for any loss or damage arising out of such disclosure, whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto.

- (c) The Client hereby authorises the Broker to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including any credit bureau or credit agency) any and all of the Client's information with such third party as the Broker may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as the Broker may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as the Broker may require.
- (d) The Client agrees to provide any information as the Broker may require and/or as is necessary to verify the Client's identity and do all things necessary to enable the Broker to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that the Broker shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by the Broker has not been provided by the Client.

17. PHYSICALLY DELIVERED CONTRACTS

Where settlement of a futures contract is by physical delivery of the underlying interest of the futures contract, the Client acknowledges and agrees:

- (a) to comply with the rules of the Exchange and the clearing organization, whether the rules apply directly or indirectly to the Client;
- (b) where the Client is a buyer, the Client's obligation under the futures contract is to take delivery and make payment; and
- (c) where the Client is a seller, the Client's obligation under the futures contract is to make delivery of the underlying interest of the futures contract.

17A. BURSA DERIVATIVES' CRUDE PALM OIL ("CPO"), CRUDE PALM KERNEL OIL ("PKO") AND EAST MALAYSIA CRUDE PALM OIL ("EPO") FUTURES

For the avoidance of doubt, the following terms and conditions as set out herein shall be applicable in respect of futures trading in Bursa Derivatives' CPO, PKO and EPO futures contracts entered into between the parties in addition to and not in derogation of the terms and conditions as set out in this Agreement:

- (a) The parties agree that a spot month CPO, PKO and EPO futures contract can only be traded by an institutional client who is in the business of an oil plantation or palm oil refinery or such other client as the Broker may at its absolute discretion to decide. For the avoidance of doubt, a "spot month" means "at any point in time, the nearest month a futures contract may become deliverable" for CPO, PKO and EPO futures contract.
- (b) The Client who is successful in the tender of a CPO, PKO and EPO futures contract, as determined by Bursa Clearing, shall pay the tendering proceeds together with the tender fee charged by Bursa Clearing to the Broker by the next Business Day following the day of tender. For the avoidance of doubt, "day of tender" means "the day on which Bursa Clearing determines that the Client has been allocated the tender" for a CPO, PKO and EPO futures contract.
- (c) With respect to the Client who is a buyer, the electronic negotiable storage receipt ("eNSR") shall only be delivered to the Client upon the Broker receiving full payment from the Client. In the event that the Client fails to make full payment to the Broker by the next Business Day following the day of tender, the Client hereby agrees that:
 - (i) the Client shall be liable to pay to the Broker interest based on the cost of funds of the Broker or such other rate as the Broker may reasonably determine until the Broker receives the full payment payable by the Client; and
 - (ii) the eNSR shall belong to and be the property of the Broker, who shall have the sole and absolute discretion and right to deal with, sell or transfer the eNSR to any purchaser therefor for valuable consideration and utilise the proceeds thereof towards settlement of the tendering proceeds payable or paid by the Broker to Bursa Clearing. In the event that the proceeds from the sale of the eNSR is insufficient to settle the amount payable or paid by the Broker to Bursa Clearing, the Client hereby agrees to indemnify the Broker in full and shall be liable to pay for such shortfall to the Broker.
- (d) With respect to the Client who is a seller:-
 - (i) the Client who wishes to have CPO, PKO and EPO appraised for possible delivery to the market shall deliver the CPO, PKO and EPO to a port tank installation;
 - (ii) upon a request by the Client, the port tank installation owner shall arrange for the CPO, PKO and EPO to be appraised in accordance with the procedures laid down by Bursa Derivatives from time to time;
 - (iii) once the CPO, PKO and EPO has been appraised, the port tank installation owner shall issue a eNSR in the form approved by Bursa Derivatives from time to time, for all deliverable CPO, PKO and EPO. The eNSR shall state the name of the port tank installation owner, the date of appraisal and whether the appraised CPO, PKO and EPO meets the requirements of the Exchange's specifications with respect to delivery. Each lot of twenty-five (25) metric tons of CPO, PKO and EPO shall bear a separate eNSR;
 - (iv) in the event that the Client fails to deliver the eNSR to the Broker by 10 a.m. on the last tendering day, the Client shall be liable to and shall indemnify the Broker for all losses incurred by the Broker (arising from the Client's failure to deliver the eNSR), as charged by Bursa Clearing.

The Client further agrees and acknowledges that in relation to all trading in CPO, PKO and EPO futures contract on the futures market of Bursa Derivatives on behalf of the Client or pursuant to the Client's instructions and all futures contracts registered by the Broker with Bursa Clearing relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against Bursa Derivatives, Bursa Clearing or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act.

18. BURSA DERIVATIVES' 3 YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMG3"), 5-YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMG5") AND 10 YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMGA") FUTURES

For the avoidance of doubt, the following terms and conditions as set out herein shall be applicable in respect of futures trading in Bursa Derivatives' FMG3, FMG5 and FMGA futures contracts entered into between the parties, in addition to and not in derogation of the terms and conditions as set out in this Agreement:

- (a) The parties agree that a spot month FMG3, FMG5 and FMGA futures contract can only be traded by an institutional client who is in the financial institution business or such other client as the Broker may at its absolute discretion to decide. For the avoidance of doubt, a "spot month" means "at any point in time, the nearest month a futures contract may become deliverable" for FMG3, FMG5 and FMGA futures contract.
- (b) With respect to any open contracts:-
 - (i) the Client agrees and undertakes to comply with any direction issued by Bursa Clearing, including but not limited to the physical delivery and settlement of the underlying interest of the open contract;
 - (ii) the Client agrees and undertakes to perform physical delivery and settlement of the underlying interest of the open contract as agent of the Broker;
 - (iii) the Client will facilitate the Broker's cooperation with Bursa Clearing in respect of any actions that Bursa Clearing may direct or take, including pursuant to an event of default or default proceeding under the rules of Bursa Clearing:
 - (A) the Client agrees and undertakes that the events of default and default proceedings under the rules of Bursa Clearing shall apply instead of any other rules or requirements governing the physical delivery and settlement of the underlying interest of the open contract; and
 - (B) where an event of default occurs including in relation to the physical delivery and settlement of the underlying interest of the open contract, the Client agrees and undertakes to accept any decision or action taken by Bursa Clearing that is made in accordance with the rules of Bursa Clearing and the Client further agrees and undertakes not to make or pursue any claim, cause of action, suit or other proceeding against Bursa Clearing under any other rules or requirements governing the physical delivery and settlement of the underlying interest of the open contract;
 - (iv) the Client agrees and undertakes that in the event of disputes relating to the open contract, the Client will not seek a resolution under any other rules or requirements governing the physical delivery and settlement underlying interest of the open contract and instead will only seek a resolution in accordance with the rules of Bursa Clearing, including agreeing to submit to arbitration and comply with the arbitration award; and
 - (v) the Client agrees and undertakes that the liability of Bursa Clearing, Bursa Malaysia Berhad or any person acting on behalf of Bursa Clearing or Bursa Malaysia Berhad, in respect of any damage, loss, cost or expense of whatever nature suffered or incurred by the Client or any other third party in relation to the open contract, including in relation to physical delivery and settlement of the underlying interest of the open contract, is limited in accordance with the rules of Bursa Clearing, and the Client further agrees and undertakes to be bound by such limitation in any claim, cause of action, suit or other proceeding relating to the open contract including in relation to the physical delivery and settlement of the underlying interest of the open contract.

19. ANTI-BRIBERY AND ANTI-CORRUPTION

- (a) The Broker and the Client respectively undertake not to (whether by itself/himself/herself or through any of its directors, officers, employees or agents, as is applicable) offer, promise, give, authorise, solicit or accept any gift, favour, kickback, or other improper payment or consideration to or from (or imply that they will or might do any such thing in future) any person, in order to secure assistance, influence, business or other improper advantage in connection with any of the Transactional Services or Transactions provided, received and/or executed under the terms and conditions of this Agreement, whether in Malaysia or elsewhere.
- (b) The Broker and the Client respectively shall and shall procure that its directors, officers, employees or agents, as is applicable (who are involved in the Transactional Services or Transactions provided, received and/or executed under these terms and conditions) shall, comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Malaysian Anti-Corruption Commission Act 2009 in connection with the Transactional Services or Transactions provided, received and/or executed under these terms and conditions.

20. FOREIGN EXCHANGE RISKS

- (a) All Transactions for or relating to the account or any of the Transactional Services and any payments relating to or arising out of any of the Transactional Services, including but not limited to any fees, commission, brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in the Base Currency unless such futures contract is denominated in a foreign currency (the "Traded Currency") then such futures contract will be settled in accordance with the Traded Currency or, if the Broker agrees, in any other currency requested by the Client, but at a rate of exchange determined by the Broker. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any Transaction for the account or any of the Transactional Services.
- (b) The Client further agrees and acknowledges that where the Client directs or instructs the Broker to carry out a set-off in relation to any futures contract denominated in a foreign currency, the Broker may in its absolute discretion effect such set-off in either the Traded Currency or the Base Currency, and where such set-off is effected in the Traded Currency, settle such set-off with the Client in the Base Currency at a rate of exchange determined by the Broker.
- (c) The Broker may, where Indebtedness and the monies in the Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as the Broker may determine in its absolute discretion.

21. USE OF FOREIGN AGENTS

The Client acknowledges and agrees that in Transactions involving Foreign futures contract (the “**Foreign Transactions**”):

- (a) The Broker may employ the services of agents (the “**Foreign Agents**”) in order to effect such Foreign Transactions; and
- (b) These Foreign Transactions will be subject to terms and conditions that are imposed by the Foreign Agents.

22. FOREIGN RULES TO PREVAIL

- (a) All Foreign Transactions are subject to the Foreign Rules in addition to applicable Malaysian Rules.
- (b) In the event of any conflict between the terms and conditions of this Agreement and the Foreign Rules, the terms and conditions of this Agreement shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- (c) The Broker and the Foreign Agent are entitled, and are hereby authorised by the Client, to take any action or refrain from taking any action (including the disclosure of any information relating to the Client or the Foreign Transactions) which the Broker or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither the Broker nor the Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this Clause.

23. FORCE MAJEURE

The Broker shall not be held liable to the Client for or be liable to the Client for any claims, costs, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond the Broker’s control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, malicious code, cyberattacks, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing organization, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of the Broker’s support or solutions partners or any other disturbances, war, terrorist attacks or events, hostility, riot (insurgency or otherwise), civil commotion, requisition by any government or any regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God such as fire, flood, frost, storm, explosion, tsunami, earthquake, typhoon, tornado or landslide.

TERMS AND CONDITIONS OF TRADING

The Client hereby:

1. undertakes to abide by the rules, regulations, by-laws, directives of the Exchanges or other relevant authority and any subsequent new rules and/or regulations, amendments or revisions that may be brought into force from time to time. The Client also undertakes to at all times comply with all margin requirements prescribed by the Broker or otherwise notified to the Client;
2. declares that the information given herein are true and correct and that the Client has not withheld any material fact or information from the Broker. The Client authorises the Broker to verify, in any manner with any third party, the information furnished herein or from time to time as the Broker deems fit and the Client further undertakes to furnish the Broker with such further additional information as the Broker require at any time or from time to time;
3. authorises the Broker to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as the Broker may deem fit, for any purposes which the Broker deems fit;
4. agrees that the Broker may have the absolute discretion to close the Client's account without giving any reasons and that the Broker may impose such other terms and conditions upon approval and from time to time, if deem necessary;
5. undertakes to pay the Broker promptly the outstanding debit balance of the Client's account and pay all relevant fees, and charges including legal fees incurred by the Broker on a solicitor and client basis in the enforcement of any of the Client's obligations and liabilities;
6. agrees that the Client shall not hold the Broker or any of its officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the said representative in carrying out his/her duties in connection with this account;
7. agrees that all orders made through the telephone shall be deemed to be confirmed and binding on the Client without the requirement to furnish any proof on the Broker's part and that the Broker operates the Client's account in accordance with the Client's oral or written instructions that are believed to be genuine and to have been given by such one or more person(s) as notified by the Client from time to time in writing and the Broker shall not be made responsible or liable for any loss that may result from unauthorised instructions;
8. agrees that the Broker shall have the right at any time to refuse or limit the Client's orders;
9. declares that

Individual : The Client is not a bankrupt and there is no pending bankruptcy proceedings against the Client at the date hereof;

Corporate : No winding-up proceedings has commenced against the Client as at the date hereof;
10. authorises the Broker to sell or dispose off the whole or part of the stocks/shares/securities pledged by the Client as collateral at any time without notice to the Client and utilise the proceeds to offset and discharge all the Client's liabilities and obligations with the Broker;
11. authorises the Broker at any time and from time to time during the existence of this Agreement without prior notice to the Client, to combine and consolidate all the Client's accounts held with the Broker or its Affiliates, transfer from or to (as the case may be at the Broker's discretion require) any of the Client's other accounts held with the Broker or its Affiliates any of the money, securities or other property of the Client (where held alone or jointly with others), to realise and liquidate any stocks/shares/securities held by the Broker or its Affiliates and/or to apply any amounts existing or received in such accounts (whether by way of the sale or liquidation of stocks/shares/securities) with the Broker or its Affiliates, to the extent permitted by applicable law, as the Broker may deem to be reasonably required for margin in any of the accounts or to reduce or satisfy in full any of the Client's Indebtedness to the Broker in such account, provided that the Broker shall within a reasonable time after making any such transfer send a written confirmation thereof to the Client;
12. declares and agrees that all communication, notice, demand or other document required to be given to the Client, shall be deemed to be served for all purpose if left by hand or sent by facsimile, courier services or postal services at the Client's address as stated in the application form or the last known address;
13. agrees that the failure or delay by the Broker to insist on compliance with any of these undertakings, terms and conditions or any continued course of such conduct by the Broker shall not be construed or constituted as a waiver or relinquishment generally or specifically by the Broker of any rights, power, privileges or remedies accruing to the Broker;
14. declares that if any undertakings, terms and conditions herein contained, shall be held to be invalid, unenforceable, illegal or otherwise the invalidity, unenforceability and illegality shall not affect or impair the remaining terms and conditions herein;
15. acknowledges that all provisions of this Agreement shall be binding upon all the Client's heirs, executors, administrators, personal representatives, successors, receivers, trustees in bankruptcy and assigns;
16. declares that all the agreements and undertakings herein obtained and the rights and obligations therefrom shall be governed by and construed in all respects accordance with the law of Malaysia and agree to submit to jurisdiction of the court of Malaysia; and
17. undertakes to confirm accuracy of the Client's details in the Broker's client database within 15 days of receipt of the Broker's notification of account being opened.

**ELECTRONIC TRADING FACILITIES
SUPPLEMENTAL TERMS AND CONDITIONS OF TRADING**

This Supplemental Terms and Conditions of Trading is supplemental to and forms part of the terms and conditions set out in the Trading Agreements (as hereinafter defined) between CGS-CIMB Futures Sdn Bhd (the "Broker") and the Client.

In consideration of the Broker agreeing to grant the Client the Electronic Trading Facilities (as hereinafter defined) and to use the Electronic Trading Facilities provided by the Broker in respect of trading in futures contracts (as defined in the Capital Markets and Services Act 2007), the Client hereby agrees to the Terms and Conditions set out herein.

1. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:-

"Affiliates" means (i) a related corporation (as defined in the Companies Act 2016) of the Broker, (ii) CGS-CIMB Securities International Pte. Ltd. and its related corporations (as defined in the Companies Act 2016), (iii) a member of the CGI Group, and/or (iv) a member of the CIMB Group;

"Applicable Laws" includes, but is not limited to, any rules, regulations, orders, decisions, procedures and other requirements whatsoever whether having legal force or otherwise of any applicable regulatory body, exchange, clearing organization, governmental or other authority to which a party or the execution and/or clearing of any transactions under the Trading Agreements is subject to;

"CGI Group" means CGS International Holdings Limited and its related corporations (as defined in the Companies Act 2016);

"CIMB Group" means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act, 2016);

"Connected Exchange" means Bursa Malaysia Derivatives Berhad and any other recognized futures exchange;

"Electronic Orders" means orders to buy and sell futures contracts using the Electronic Trading Facilities to be transmitted to the Connected Exchange;

"Electronic Trading Facilities" means transmission of the Electronic Orders using any types and means of electronic communication (including without limitation using the Broker's telecommunication, computer or electronic network or systems, internet, personal computers and mobile device) and includes service or information accessible through the Broker's system made available or provided to the Client, either directly or through third parties, trading through a Direct Market Access Infrastructure (as defined in the Rules of Bursa Malaysia Derivatives Berhad) ("DMA") or trading by any other medium of electronic communication which the Broker may adopt or introduce for use to its clients; and

"Trading Agreements" means any and all documentation between the Client and the Broker and includes without limitation client agreements, as agreed or amended from time to time.

2. Pre-requisite Requirements

- 2.1 If the Client wishes to use the Electronic Trading Facilities, the Client must establish and maintain a telecommunication device/line/network.
- 2.2 If the Broker makes the Electronic Trading Facilities available to the Client, the Client acknowledge that:
- (a) there may be delays in the processing, execution, amendment or cancellation of the Electronic Order entered through the Electronic Trading Facilities;
 - (b) the execution of the Electronic Order placed through the Electronic Trading Facilities may be delayed by trading restrictions that the Broker may establish or revise from time to time at Broker's discretion (the "Filters") or other electronic features of the electronic system;
 - (c) the Broker is not responsible for the installation and operation of equipment (including telecommunication lines) necessary to access the Electronic Trading Facilities in order to use the Electronic Trading Facilities; and
 - (d) the use of the Electronic Trading Facilities is subject to the disclaimers, notices, acknowledgements and other conditions placed or otherwise accessible in the Electronic Trading Facilities.
- 2.3 The Client shall provide the Broker such information as the Broker may request to set up the Client's reference data for the provision of the Electronic Trading Facilities.

3. Execution Limit

- 3.1 The Client covenants to observe the trading conditions imposed or to be imposed by the Broker on the Client from time to time, including without limitation credit limits imposed on the trading activities of the Client. In the event the trading limits imposed on the Client are breached at any time, the Client shall take all steps necessary to rectify the position and to ensure that it is within the allowed limits. In the event the Client fail to do so, the Broker shall, and is hereby authorised to take such steps as is necessary to ensure that the Client remain within the permitted trading limits, without liability to the Client in respect of any losses thereby sustained.
- 3.2 The Client acknowledges and agrees that the Broker and/or the Connected Exchange may set specific parameters defining the orders that may be entered by the Client, including restriction to specific instruments or size of orders, and the Broker shall have the right to reject orders that do not fall within the designated parameters of authorised orders.

- 3.3 For the avoidance of doubt, the Client's Electronic Orders will be subject to the Filters, including (without limitation) the Filters whose object is to:
- (a) prevent a breach of the Applicable Laws; or
 - (b) prevent the Electronic Orders being registered with a trading platform where the price at which the Electronic Order is submitted through the Electronic Trading Facilities is too far from the prevailing market price for the relevant futures contract; or
 - (c) ensure that the Electronic Trading Facilities does not interfere with the efficiency and integrity of the market conducted by the Connected Exchange.
- 3.4 The Broker has, and accepts, no responsibility or liability to the Client or any person claiming through the Client for failing to register such Electronic Orders with the trading platform.

4. Authorised Access

The Client hereby agrees and undertakes at all times:

- (a) to keep strictly confidential and safeguard any and all user names, passwords, identification or other access codes issued to the Client by the Broker for the purpose of enabling the Client to access the Electronic Trading Facilities (the "Security Features"); and
- (b) to immediately notify the Broker if the Client suspects that the confidentiality of the Security Features has been compromised or if the Client's account has been accessed or used without his authority.

5. Placing of Electronic Orders through the Electronic Trading Facilities

- 5.1 The Client shall enter orders and trade in compliance with the Applicable Laws.
- 5.2 The Broker shall be entitled to treat any instruction and/or communication transmitted via the Electronic Trading Facilities as genuine and the Broker shall be under no duty to verify the authenticity of such instruction or communication.
- 5.3 The Client shall be responsible for any accidental, fraudulent or unauthorised instruction or communication transmitted to the Electronic Trading Facilities. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of instruction or communication, the Client shall immediately notify the Broker.
- 5.4 The Client shall be liable for and accept the consequences for all transactions transmitted by accessing the Electronic Trading Facilities even if any such transactions are incorrect, originate from a person other than the authorised persons or are miscommunicated due to a malfunction of the Electronic Trading Facilities. The Client shall not assert the absence of additional controls as a reason for rejecting commitments arising from Electronic Orders transmitted via the Electronic Trading Facilities.

6. Acceptance of Order

- 6.1 An Electronic Order will only be accepted by the Broker and/or the Electronic Trading Facilities for transmission to the Connected Exchange if the Client has provided all the following information :-
- (a) contract code;
 - (b) contract month;
 - (c) buy/sell;
 - (d) order quantity;
 - (e) limit price (if applicable); and
 - (f) such other information as may be requested by the Broker and/or the Electronic Trading Facilities.
- 6.2 The Client agrees to check the details of an Electronic Order before transmission as it may not be possible to cancel the Electronic Order once transmitted. The Client acknowledges that a request to cancel or amend an Electronic Order is only possible before such Electronic Order is executed and the Client agrees to accept full responsibility for any full or partial execution of a Electronic Order whether or not the Client purport to, or otherwise have attempted to, cancel or amend such Electronic Order.
- 6.3 An Electronic Order may be rejected automatically by the Electronic Trading Facilities, and the Broker shall be entitled in its absolute discretion (without any liability to the Client) to change or remove an Electronic Order, stop or cancel an Electronic Order, for any reason whatsoever, including, if the conditions described in Clause 6.1 are not fulfilled or in the Broker's sole opinion, the execution of such Electronic Order would be in breach of any Applicable Laws or otherwise adversely affect the Broker's interests or those of its Affiliates.
- 6.4 Notwithstanding the above, the Broker shall be entitled to discontinue accepting orders from the Client at any time without notice.
- 6.5 The Broker shall be entitled, at any time without notice to the Client and without in any way being liable for any loss or damage whatsoever to the Client to:-
- (a) amend, modify, suspend or terminate the operation of the Electronic Trading Facilities; and/or
 - (b) suspend or terminate the Client's access to and use of the Electronic Trading Facilities.
- 6.6 The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Broker or by the Connected Exchange (as the case may be) on the Electronic Trading Facilities concerning the carrying out or execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.

7. Notice by the Client

The Client shall notify the Broker immediately upon its becoming aware of either of the following:-

- (a) any unauthorised use of the Electronic Trading Facilities; or
- (b) any failure by the Client to receive a receipt acknowledgement, statement, confirmation, advice and/or other appropriate response in the ordinary course of business that any Electronic Order has been received and/or executed or if the Client receives a receipt acknowledgement, statement, confirmation, advice and/or response relating to an Electronic Order which the Client did not place.

8. Distribution and Intellectual Property

8.1 The Client agrees to keep all information available to the Client through the use of the Electronic Trading Facilities (including any reports sent to the Client by the Broker) (the "Information") secure and confidential and not allow any person to have access to them other than the Broker's authorised personnel who require such access to operate the services extended to the Client herein.

8.2 The Client shall not:-

- (a) modify, reproduce or create in any manner any derivative works of the content in, under or to the Electronic Trading Facilities for use, transmission, distribution or display on the Electronic Trading Facilities or any other websites without the Broker's prior written consent;
- (b) retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner whatsoever without the Broker's prior written consent; and
- (c) use the Information obtained from the Electronic Trading Facilities for any illegal purposes or in such a manner as to encourage illegal activities.

8.3 The Client accepts and acknowledges that all intellectual property rights (whether by way of copyright or otherwise) in the Information vests solely in and shall remain the exclusive property of the Broker and/or other third parties. The Client agrees and undertakes not to do anything that will violate or infringe intellectual property rights of the Broker and/or other third parties and will take all necessary measures to preserve and protect these rights.

9. Representations, Warranties and Undertakings

9.1 The Client represents and warrants to the Broker:-

- (a) that these Terms and Conditions are legal, valid and binding obligations of the Client, enforceable against the Client;
- (b) that the Client has all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree these Terms and Conditions, to access and use the Electronic Trading Facilities;
- (c) that any Electronic Orders placed are solely and exclusively based on the Client's own judgment and after the Client's own independent appraisal and investigation into the risks associated with such Electronic Orders or dealings;
- (d) that any person(s) empowered to act on the Client's behalf have been duly authorised;
- (e) that the Client and each of the authorised persons has the knowledge of the process for the submission of orders through the Electronic Trading Facilities, including through the use of DMA, the laws and rules in relation to trading on the Connected Exchange, is familiar with, understand, and will keep themselves updated on the Applicable Laws;
- (f) that the Client shall, when requested by the Broker and/or the Connected Exchange, furnish to the Connected Exchange the Client's written confirmation ("the said Confirmation") that the Client, and its authorised persons, has requisite knowledge of the requirements set out in Clause 9.1, such said Confirmation to be in a format acceptable to the Connected Exchange; and
- (g) that the Client's relationship with the Broker pursuant to these Terms and Conditions is limited to the access to and use by the Client of the Electronic Trading Facilities, and the Client acknowledge that the Electronic Trading Facilities provided by the Broker in respect of a relevant market is subject to the Applicable Laws and the Client shall be responsible for compliance with the Applicable Laws.

9.2 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the Client transmits Electronic Orders using the Electronic Trading Facilities.

10. Confidentiality

10.1 Both parties undertake not to disclose to any person or persons any confidential information and/or documents of the other party that it may acquire in the course of its access and use of the Electronic Trading Facilities; provided, however, that such confidential information may be disclosed (i) to the extent required by the Applicable Laws, or (ii) to the extent reasonably required for the performance of its obligations under these Terms and Conditions, or (iii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction or (iv) in connection with any regulatory report, audit or inquiry, or (v) where requested by a regulator with jurisdiction over a party. For the avoidance of doubt, the Broker may disclose any confidential information to such of its affiliates and related companies' directors, officers, employees and agents who need to know such confidential information in connection with the use of the Electronic Trading Facilities.

- 10.2 The restrictions set out in Clause 10.1 on both parties shall not apply to information or knowledge which:-
- (a) is publicly available or becomes publicly available through no act or omission or otherwise default of a party; or
 - (b) is previously known to the disclosing party (which must be demonstrable) without an obligation of confidentiality; or
 - (c) independently developed by the disclosing party outside of these Terms and Conditions; or
 - (d) rightfully obtained by the disclosing party from third parties without an obligation of confidentiality.

For the avoidance of doubt, this is a continuing obligation and will survive the termination of these Terms and Conditions.

11. Exclusion and Limitation of Liability

- 11.1 The Client acknowledges that the Electronic Trading Facilities is provided on an "as is" basis. The Broker and its Affiliates make no warranty, guarantee or representation of any kind, express or implied, and to the extent permitted by the Applicable Laws, expressly disclaims all statutory or implied warranties in relation to the Electronic Trading Facilities (and any results to be obtained from its use), including but not limited to warranties of satisfactory quality, quality or fitness for a particular purpose or use, accuracy, completeness, warranties arising from course of performance, course of dealing and usage of trade or their equivalents under the laws of any jurisdiction, and warranties that its functions will meet the Client's requirements, that its operation will be timely, accessible, secure, complete, reliable, uninterrupted or error-free, or that it will be free of viruses or harmful components.
- 11.2 The Broker shall not be liable or have any responsibility whatsoever for any delays, errors, interruptions or failure in transmission of Electronic Orders caused by or arising from the Electronic Trading Facilities.
- 11.3 The Client expressly acknowledges and agrees that the Broker have made no recommendation with respect to the Electronic Trading Facilities or any transactions in connection with the Electronic Trading Facilities and that the Broker and any third party service providers selected by the Broker to provide the Electronic Trading Facilities on an "as is" basis at the Client's sole risk.

12. Indemnity

The Client agrees to indemnify and hold the Broker harmless from and against all losses, liabilities, obligations, damages, claims, judgments, costs, expenses or disbursements of any kind (including reasonable legal fees and expenses) which may be incurred or suffered by or asserted against the Broker resulting from:-

- (a) the use by the Client of the Electronic Trading Facilities;
- (b) any breach by the Client's duties or obligations under the any of the Trading Agreements, including these Terms and Conditions;
- (c) failed settlement of transactions through the Electronic Trading Facilities as a result of the Client's default, negligence or fraud or that of the Client's clearing broker; or
- (d) failure by the Client to pay margin (as defined in the Trading Agreements) as and when required by the Broker (if applicable).

For the avoidance of doubt, this is a continuing indemnity and will survive the termination of these Terms and Conditions.

13. Regulatory Supervision

The Broker shall have no liability, and shall not be responsible, for any prejudice, loss or inconvenience which the Client may suffer as a result of any action by any regulatory body in the exercise of its regulatory or supervisory functions over the Broker. The Client shall permit the Broker and/or any regulatory body to have access to such terminals, computer systems or equipment in respect of the Electronic Trading Facilities as the Broker and/or the regulatory body may request and the Client shall co-operate in answering any of their queries and render all reasonable assistance to the Broker and/or any regulatory body in relation to any aspect of the Electronic Trading Facilities.

14. Fees and Charges

The Client agrees and undertakes to :-

- (a) pay to the Broker such deposit, subscription fees, access fees, usage charges and other costs, charges and expenses as may be imposed by the Broker from time to time for the use of the Electronic Trading Facilities;
- (b) pay such taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid and to promptly reimburse the Broker for any such payment made by the Broker on behalf of the Client;
- (c) maintain a minimum credit balance in the Client's account as may be imposed by the Broker from time to time for the use of the Electronic Trading Facilities; and
- (d) permit the Broker to debit the Client's account, including the Trust Account for all the aforesaid charges.

15. Term and Termination

- 15.1 Either the Broker or the Client shall be entitled to terminate these Terms and Conditions by giving the other notice in writing of seven (7) days to that effect.
- 15.2 For the avoidance of doubt, termination of these Terms and Conditions shall not affect the rights and liabilities of the parties that have accrued prior to such termination.

16. General

- 16.1 The Client confirms that the Client shall not assign any rights, titles or interests under these Terms and Conditions to any party without prior written consent from the Broker.
- 16.2 These Terms and Conditions supplement and/or amend and are to be read together with the Trading Agreements. In the event of any inconsistency between these Terms and Conditions and the Trading Agreements, these Terms and Conditions shall prevail.
- 16.3 The Client agrees and acknowledges that these Terms and Conditions shall be for the benefit of the Broker and each and every member of its Affiliates and can be enforced against the Client by each of the members of its Affiliates as if they were a party to these Terms and Conditions.
- 16.4 These Terms and Conditions and the relationship between the Client and the Broker shall be governed by, and construed in accordance with, the laws of Malaysia. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

17. Amendment

- 17.1 The Broker shall be entitled to amend, add to, delete or otherwise vary these Terms and Conditions as its absolute discretion and the Client shall be bound by such variation.
- 17.2 The Broker may vary the functionality and trading rules of the Electronic Trading Facilities without notice.

RISK DISCLOSURE STATEMENT

This brief statement provided to you by CGS-CIMB Futures Sdn Bhd does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

FUTURES

1. Effect of “Leverage” or “Gearing”

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have proportionately larger impact on the funds you have deposited or will have to deposit – this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the Futures Broker to maintain your position. If the market moves against your position or margin levels are increased you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-Reducing Orders or Strategies

The placing of certain orders (e.g. “stop-loss” orders, where permitted under local law, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be risky as taking simple “long” or “short” positions.

OPTIONS

3. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by seller is fixed, the seller may sustain a loss well in excess of the amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures, the seller will acquire a position in a futures with associated liabilities for margin (see the section on Futures above). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

4. Terms and Conditions of Contracts

You should ask the Futures Broker with which you deal about the terms and conditions of the specific futures contract or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the Exchange or clearing organization to reflect changes in the underlying interest.

5. Suspension or Restriction of Trading and Pricing Relationship

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair” value.

6. Deposited Cash and Securities

You should familiarise yourself with the protections accorded to money or other securities you deposit for domestic and foreign transactions, particularly in the event of a Futures Broker’s insolvency or bankruptcy. The extent to which you may recover your money or securities may be governed by specific legislation or local rules. In some jurisdictions, securities which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions including markets formally linked to a derivatives market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the Futures Broker with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

10. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing organization and/or Futures Brokers. Such limits may vary, you should ask the Futures Broker with which you deal for details in this respect.

11. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstances, Futures Brokers are permitted to effect off-exchange transactions. The Futures Broker with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

13. Repatriation Risks

Trading in derivatives markets could be adversely affected by delays in, or refusal to grant, relevant approvals for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Consents granted prior to a transaction being made in any particular country may be varied or revoked, and new restrictions may be imposed.



**General Terms and Conditions and Risk Disclosure Statement
— Shariah-Compliant Futures Broking**

CGS-CIMB FUTURES SDN BHD

CLIENT AGREEMENT

DEFINITIONS

In this Agreement, the following expressions shall have the meanings set out hereunder:

“Account Application Form” means the application form(s) by which the Client applies to open one or more Accounts with the Broker;

“the Act” means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and re-enactments thereof in force as may be made at any time and from time to time;

“Affiliates” means (i) a related corporation (as defined in the Companies Act 2016) of the Broker, (ii) CGS-CIMB Securities International Pte Ltd and its related corporations (as defined in the Companies Act 2016) (iii) a member of the CGI Group, and/or (iv) a member of the CIMB Group;

“Agreement” means this Client Agreement (as may from time to time be varied or modified in accordance with its provisions) and includes the Account Application Form, Terms and Conditions of Trading, its appendices, and all other documents or instruments made supplemental to it including but not limited to this Client Agreement;

“Base Currency” means Ringgit Malaysia;

“BNM” means Bank Negara Malaysia, the Central Bank of Malaysia;

“Broker” means CGS-CIMB Futures Sdn Bhd, a holder of the Capital Markets Services License who carries on the business of regulated activity of trading in futures contract under the Act and a trading participant of Bursa Derivatives;

“Bursa Clearing” means Bursa Malaysia Derivatives Clearing Berhad;

“Bursa Derivatives” means Bursa Malaysia Derivatives Berhad;

“Business Day” means a day on which the Broker is open for business or a day on which the Exchange on which the futures contract are carried out is open for trading;

“CGI Group” means CGS International Holdings Limited and its related corporations (as defined in the Companies Act 2016);

“CIMB Group” means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act 2016);

“clearing organization” means, in the case of Malaysian SCF, Bursa Clearing or a clearing house as may be appointed by Bursa Derivatives from time to time and in the case of Foreign SCF, the relevant clearing organization that clears and settles the SCF for the relevant Transactions;

“Client” means the Account holder whose name and address appear in the Account Application Form;

“Exchange” means, in the case of Malaysian SCF, any derivatives exchange owned, operated and/or maintained by Bursa Derivatives; and in the case of Foreign SCF, the relevant derivatives exchange on which the relevant Transactions are effected;

“Foreign Agents” has the meaning ascribed to it in Clause 22(a);

“Foreign Rules” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign derivatives exchange or clearing organization or any governmental or regulatory authorities of any foreign jurisdiction, whether having the force of law or not, and all applicable laws in such foreign jurisdiction by which the Broker and/or the Client may be bound or which apply to any of the Transactions or Transactional Services;

“Foreign SCF” means SCF that are traded on a derivatives exchange outside of Malaysia and are not traded on Bursa Derivatives;

“Foreign Transactions” has the meaning ascribed to it in Clause 22;

“futures contract” has the meaning given in Section 2 of the Act;

“Indebtedness” means all sums that may from time to time become due to the Broker or any other party appointed by the Broker including all fees, commissions, brokerage charges, principal, profit, costs (including legal costs on a solicitor and client basis), expenses, Late Payment Charges and other amounts owing to the Broker, arising under or in respect of (i) any of the Transactional Services or the Transactions, or (ii) the performance or non-performance of any of the Client's obligations to the Broker, whether under these terms and conditions or otherwise, including but not limited to other moneys payable by the Client to the Broker whether by way of indemnification or pursuant to any of the security documents or otherwise (including legal and other fees on a full indemnity basis and any costs, charges, fines, penalties and expenses whatsoever incurred by the Broker or imposed on the Broker by any Exchange or clearing organization resulting from, arising out of or in connection with transactions in SCF of the Client, or incurred by the Broker in relation to the Client and all other moneys secured;

“Late Payment Charges” comprises *ta'widh* (compensation) and *gharamah* (penalty) at such rate as described in Schedule 1. *Ta'widh* refers to the amount that may be compensated to the Broker based on the actual loss incurred due to default, whilst *gharamah* refers to the penalty charged on the defaulters over and above the *ta'widh*. The late payment charges shall be based on the charge and for the use and/or appropriation as approved by the Broker's authorised Shariah adviser in accordance with the guidelines issued by relevant regulators as may be amended from time to time;

“Malaysian Rules” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the SC, Bursa Derivatives, Bursa Clearing, BNM and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Malaysia including but not limited to the Act and all relevant rules, regulations, notices issued pursuant to the Act. References to any rules, practices, notices, directives and regulations and/or applicable law shall be deemed to include references to such rules, practices, notices, directives and regulations or applicable law as re-enacted, amended or extended and any subordinate legislation (as the case may be) enacted from time to time under it;

“Malaysian SCF” means SCF that are traded on Bursa Derivatives;

“Securities Commission” or the **“SC”** means the Securities Commission Malaysia;

“Shariah” means Islamic law which includes written statements of opinion of the Broker’s authorised Shariah adviser (making statements in that capacity), the rulings of the Shariah Advisory Councils of BNM and SC and other relevant authorities on Shariah matters relating to Islamic capital market, banking and finance in any particular jurisdiction;

“Shariah-Compliant Futures Account” or **“Account”** means any account which the Client has with the Broker (including any sub-account), as may be necessary and expedient for the performance of any Transactional Services;

“Shariah-compliant futures contract” or **“SCF”** means futures contract that has been approved by the Shariah Advisory Council of SC and/or the Broker’s authorised Shariah adviser as Shariah-compliant, including but not limited to Foreign SCF;

“Traded Currency” has the meaning ascribed to it in Clause 21(a);

“Transactional Services” means any services provided to the Client by the Broker relating to SCF under the terms and conditions of this Agreement or such other terms and conditions as the Broker may from time to time prescribe;

“Transactions” means transactions relating to SCF undertaken by or on behalf of the Client under this Agreement including but not limited to Foreign Transactions; and

“Trust Account” means the trust or segregated account maintained by the Broker in accordance with the Act and shall include any trust or segregated accounts holding foreign currencies.

1. APPOINTMENT OF BROKER FOR SHARIAH-COMPLIANT FUTURES BROKING SERVICES

The Client appoints the Broker and the Broker accepts the appointment, upon the terms and conditions of this Agreement, as the Client’s broker in relation to trading in SCF and to maintain and operate Shariah-Compliant Futures Accounts with the Broker in relation to trading in SCF. The Client hereby confirms, acknowledges, authorises and agrees with Broker as follows:

- (a) the Client acknowledges that the Futures Contract that may be transacted, held, dealt with, using the Shariah-Compliant Futures Account are limited to Futures Contract that has been approved by the Shariah Advisory Council of SC and/or the Broker’s authorised Shariah adviser as Shariah-compliant. The Broker shall not be obliged to trade in any Futures Contract which is not Shariah-compliant for the Client, and place any surplus funds of the Client in an income-generating account in the absence of Client’s specific written instructions;
- (b) the Client agrees and undertakes to pay the Broker promptly, any costs and all charges due including Late Payment Charges on any outstanding amount payable to the Broker at the rate as described under Schedule 1 or in the manner prescribed by the Shariah Advisory Council of the SC or any other relevant authority. The Client shall pay all legal fees incurred by the Broker on a solicitor and client basis in the enforcement of any of the Broker’s obligations and liabilities;

2. APPLICATION OF MONEY & PROPERTY

All money and property deposited with the Broker by the Client or which is received by the Broker for or on behalf of the Client shall be segregated and invested by the Broker in accordance with the Act and the business rules of the Exchange.

3. ACKNOWLEDGEMENT

The Client acknowledges that trading in SCF incurs the possibility of a deficit balance, risk of loss as well as the prospect of profits and other risks as disclosed in the Risk Disclosure Statement.

4. COMMISSION & FEES

The Client shall pay commission and fees at such rates as is determined from time to time by the Exchange, or in the absence of such determination, at the rates as notified by the Broker to the Client in writing from time to time. All stamp duty, costs and expenses incurred for, or to be incurred on behalf of the Client shall be paid by the Client as invoiced by the Broker.

Without prejudice to any other provision herein, the Client shall be liable for any taxes in connection with or arising out of this Agreement or any services in connection therewith.

5. LATE PAYMENT CHARGES

- (a) Except as otherwise provided in the terms and conditions of this Agreement, the Client agrees to pay Late Payment Charges on all sums due to the Broker at such rate as described in Schedule 1 as may be prescribed by the Broker from time to time depending on the currency involved, for all outstanding sums due from the due date to the date of full payment as well as before any demand or judgment.
- (b) The Client acknowledges and agrees that the Broker may retain, for the benefit of the Broker and without any obligation to account to the Client, any hibah or profit the Broker receives from the Client’s monies deposited in the Trust Account.
- (c) Notwithstanding the amount of Late Payment Charges, it is expressly acknowledged and agreed that the aggregate amount of such ta’widh (compensation) and gharamah (penalty) shall not be further compounded on the overdue amount.

6. DEPOSITS & MARGINS

The Client shall maintain with the Broker a deposit (the "Deposit Amount") in the Account and pay such margins or lodge or deposit such acceptable securities (to be determined by the Broker in its absolute discretion) as may be required by the Broker from time to time in connection with the trading by the Client in SCF. The Client agrees and acknowledges:

- (a) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;
- (b) that the Client's liability in respect of margin calls is not limited to the Deposit Amount;
- (c) that upon a call being made by the Broker for payment of additional Deposit Amount or margin (by whatever terms those obligation are described) or for the deposit or lodgment of securities as the Broker, in its absolute discretion, in its opinion necessary to protect itself from the personal obligation incurred by the Client dealing in SCF, the Client shall forthwith make such further payments and/or deposits with the Broker and do all such acts and things and execute all such instruments and documents as may be requested by the Broker pursuant to the call made by the Broker;
- (d) that the time for payment of margins is of the essence and the Broker shall have the discretion to close out all or any open position of a Client at any time where the Client fails to comply with a demand for margin after a margin call has been made by the Broker; and
- (e) in relation to trades conducted on the Exchange and registered with the clearing organization on the Client's behalf, that the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than the Broker.

7. FURTHER AGREEMENT

The Client further agrees and acknowledges:

- (a) that the Client and the Broker are bound by the Act, the Capital Markets and Services Regulations 2007 and any instrument issued in accordance with the Act, the business rules and customs, usages and practices of the Exchange, the business rules and the customs, usages and practices of the clearing organization;
- (b) that the Broker will be trading as a principal at all times (and accordingly be liable to the Exchange as such principal) notwithstanding that the Broker will be carrying out the instructions of the Client as the Client's agent. Any benefit or rights accruing to the Broker in relation to its dealings with the Exchange or in relation to any registration of an SCF with the clearing organization is personal to the Broker and need not be passed by the Broker to the Client;
- (c) that in relation to all trading in SCF on the derivatives market of the Exchange on behalf of the Client or pursuant to his instructions and all SCF registered by the Broker with the clearing organization relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against the Exchange, the clearing organization or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act;
- (d) that clauses 7(b) and 7(c) shall not affect any right, entitlement or remedy of the Broker against the Client or vice versa;
- (e) that the Client will promptly obtain and communicate to the Broker all information and deliver or cause to be delivered to the Broker all documents with respect to dealings by the Client in SCF, which are requested by the Exchange or the clearing organization and also irrevocably authorises the Broker to produce the information or documents to the requesting party;
- (f) that the Client hereby irrevocably and unconditionally authorises the Broker to disclose to the Exchange, clearing organization or any entity who has the authority or power to require disclosure of the same, full details of the Client's positions with the Broker and any other information in relation to the Client with respect to trading SCF on the Exchange;
- (g) that dealing in SCF may create an obligation to give or take delivery or make cash settlement in accordance with the terms of trading of such SCF;
- (h) that the Client has the power and all the requisite approvals to enter into this Agreement with the Broker and to trade in SCF and that the actions of the persons empowered to act on the Client's behalf have been authorised by all necessary and appropriate corporate actions;
- (i) that the Broker has the right (subject to Section 99 of the Act), either on its own account or on behalf of other clients, to take opposite positions to the positions taken by the Client in SCF;
- (j) that the contents of contract notes, open position statements and other statements, unless objected to by the Client in writing within **TWO (2) BUSINESS DAYS** of being served shall be prima facie evidence of the correctness of its contents;
- (k) that the Broker shall not be in any way liable for damages, loss, costs or expenses of any kind suffered or incurred by the Client except in respect and to the extent of any gross negligence, fraud or dishonesty of the Broker or any claim which under any applicable law it is not lawful to exclude;
- (l) that the Client's conversations with the Broker may be recorded by the Broker;
- (m) that should the Broker have notice of any act of bankruptcy of the Client (in the case of an individual) or of the presentation of any petition for the winding-up of the Client (in the case of a corporate client) or should the Client fail to meet any call for payment of deposit or margin (or to lodge any securities acceptable to the Broker) then the Broker may (without prejudice to any other rights or powers available to it) in its absolute discretion, and without creating an obligation to do so, close out without notice, all or some of the Client's SCF;

- (n) that the Client is responsible to pay in cash any deficit owing to the Broker after close out of any of the Client's SCF or closure of the Account and that if the Client defaults in payment of such deficit, the Broker may realise any deposit in the Account, the Trust Account and securities held by the Broker and apply the proceeds against the deficiency;
- (o) that the Broker reserves the right to refuse to deal or trade on behalf of the Client in relation to any dealings, in SCF (other than closing out existing positions held on behalf of the Client) or limit the number of open positions held on behalf of the Client or both. The Broker will however, inform the Client of any refusal at or before the time of the Client placing any further orders with the Broker or as soon as possible thereafter;
- (p) that the deposit, margin and any securities deposited with the Broker may be utilised in meeting any obligations of the Client in respect of SCF traded by or on behalf of the Client;
- (q) that the Broker may retain, for the benefit of the Broker and without any obligation to account to the Client, any hibah or profit the Broker receives from the Client's monies deposited in the Trust Account (the "**Client's Monies**"). The Client further consents to the Broker withdrawing the Client's Monies and any hibah or profit received on the Client's Monies from the Trust Account. The Broker may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by the Broker in maintaining the Trust Account, pay any hibah or profit received on the Client's Monies to the Client. The Client agrees and acknowledges that any hibah or profit paid by the Broker to the Client may be less than that received by the Broker;
- (r) that the Broker, its directors, agents, employees or persons related to any of the foregoing may trade in SCF on their own account;
- (s) that the Client agrees to abide by any position and exercise limits set by the Exchange or clearing organization as notified by the Broker to the Client;
- (t) that the Broker will use reasonable endeavours to execute or arrange the execution of the Client's instruction, but the Broker will not be responsible for delay or error in the transmission or execution of the Client's instruction save through the Broker's own wilful act or omission, or gross negligence, fraud or dishonesty;
- (u) that the Broker is entitled to assume the genuineness and authenticity of any instructions given or purportedly given by or on behalf of the Client and that the Broker shall not be obliged to make any enquiry and shall be entitled to act and the Client hereby instructs the Broker to act upon any such instructions believed by it to be genuine;
- (v) that the Broker will incur a personal obligation when dealing in SCF on behalf of the Client;
- (w) that the Client shall indemnify and keep indemnified the Broker against any and all liabilities, losses, damages, actions or proceedings and reasonable costs and expenses incurred or suffered by the Broker in connection with or arising out of any act or thing duly done by the Broker under or in pursuance of this Agreement and against any and all liabilities, losses, damages, actions and proceedings, and reasonable costs and expenses incurred or suffered by the Broker as a result of any breach of obligations of the Client under this Agreement including reasonable legal fees on a solicitor-client basis, incurred or suffered by the Broker in the enforcement of any of the provisions of this Agreement or by reason of anything lawfully done by the Broker in accordance with, pursuant or incidental to this Agreement or by reason of the Broker complying with any direction, request or requirement of the Exchange, the clearing organization or other regulatory authority. This clause shall not apply to the extent of the Broker's negligence, fraud or wilful default in respect of any such liabilities, losses and otherwise;
- (x) that the Broker may (but is not obliged to) request confirmation in writing from the Client in respect of orders made through the telephone or other means, electronically or otherwise by the Client. If such confirmation in writing is requested by the Broker, the Broker will not be obliged to act on any verbal notices, instructions or communications until receipt of the requested confirmation in writing by the Broker;
- (y) that all notices, instructions and other communication given by letter, fax transmission or other electronic means (including e-mail and text messages sent through any short message service or any messaging application including but not limited to Whatsapp) must be sent to or left at, in the case of the Broker, the e-mail address or contact number of the Broker or its officers, employees or agents, or the business address (in the case of letters) of the Broker (as applicable) at the relevant time and in the case of the Client, the address or contact number (as applicable) stated in any agreements entered into between the Broker and the Client or as notified in writing to the Broker by the Client from time to time. All such notices, instructions or other communications given by the Broker to the Client as aforesaid will be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of delivery by electronic means, upon transmission;
- (z) that if instructions, funds or documents are not received by the Broker within the requisite time, the Broker may, without notice to the Client, either liquidate the Client's SCF, or make or receive delivery on behalf of the Client upon such terms and by such methods which the Broker deems to be proper;
- (aa) that each employee and registered representative of the Broker acts as the agent of the Broker in connection with the Broker's business of trading in SCF and the Broker is liable for all such acts of the agent;
- (bb) that the use of the monies paid to the Broker or used in the trading of SCF by the Client does not contravene any Malaysian Rules or Foreign Rules;
- (cc) that the Client is familiar with all relevant Malaysia Rules and Foreign Rules;
- (dd) that the Client agrees that the Client will at all times comply with and observe all applicable Malaysian Rules and Foreign Rules;
- (ee) that all Transactions by the Broker on the Client's behalf will be subject to all applicable Malaysian Rules and Foreign Rules;
- (ff) that the Client shall give the Broker at least two (2) Market Days' prior notice with respect to any proposed withdrawal of foreign currencies from the Trust Account; and
- (gg) that the Broker may amend, vary or supplement any terms or conditions hereunder or any specific terms or conditions relating to this Agreement by notice to the Client by any means the Broker deems fit and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be).

8. EVENTS OF DEFAULT

If:

- (a) the Client makes any representation that is incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by the Broker;
- (b) any guarantee of or security for the Client's obligations is, without the consent of the Broker, withdrawn or becomes defective or insufficient;
- (c) the Client fails to meet margin call for deposit or margin or (where acceptable to the Broker) lodge such acceptable securities in lieu thereof;
- (d) the Client fails to effect delivery or effect acceptance of a delivery of and make payment for an underlying interest of the SCF under the terms of the relevant SCF;
- (e) the Client breaches or threatens to breach any other agreement, arrangement or understanding, whether enforceable or not, between the Client and the Broker or any related corporation of the Broker;
- (f) the conduct of the Client is such that a reasonably prudent broker would be of the view that the Client is, would be or is likely to be unable to comply with all of the Client's obligations under this Agreement, including, without limitation, strict compliance with any time provision;
- (g) the Client (if being a company) convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignment for the benefit of its creditors; or
- (h) a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the Client or an administration order or a winding-up order is made against the Client (other than for the purpose of and followed by a solvent reconstruction);

the Broker shall be entitled in its absolute discretion and without notice to the Client (but shall endeavour to the extent practicable to give such notice), and at such times and in such manner as it, in its absolute discretion thinks fit, to do any or all of the following: -

- (i) close out, exercise or leave it to expiry any / all SCF not yet exercised;
- (ii) take such other action as a reasonably prudent futures broker would take in the circumstances to protect the personal obligation or satisfy the personal liabilities incurred when trading on behalf of the Client;
- (iii) sell or otherwise trade with any or all of the Client's property as agent for the Client (for which this clause shall constitute sufficient and irrevocable authority) in the Broker's discretion and on such terms and conditions as the Broker thinks fit and may complete any blanks in any instrument and do all such acts and execute all such instruments as may be necessary or desirable to exercise the powers referred to above in respect of such property, which shall include, without limitation, any acceptable securities lodged with the Broker and to apply the proceeds of such sale by way of set-off to satisfy any liability of the Client to the Broker;
- (iv) exercise any other power or right which it may have under this Agreement or in law or equity; and
- (v) terminate this Agreement forthwith.

The costs, expenses and charges incurred by the Broker in exercising or enforcing any of its rights and powers under this Agreement shall be borne by the Client and may be recovered by the Broker as a debt immediately due and payable.

The termination of this Agreement for whatever reason shall not affect any other rights or remedies available to the Broker in this Agreement or in law, in particular but without limitation, the right to recover damages against the Client.

9. TERMINATION

Either party may terminate this Agreement at any time by giving the other notice in writing of seven (7) days to that effect. Upon termination of this Agreement (which shall take effect on expiry of the notice period), unless otherwise agreed in writing, the Broker may choose to close out any or all the Client's SCF and/or subsequently leave any or all the SCF not yet exercised to expire.

10. ATTORNEY AND/OR AGENT

The Client in relation to dealings on Bursa Derivatives appoints the Chief Executive Officer of Bursa Clearing (or as may be determined by Bursa Derivatives) as the Client's attorney and/or agent to do all things necessary to transfer any open positions held by the Broker on the Client's behalf to another broker where the participation of the Broker has been suspended or terminated.

11. RISK DISCLOSURE STATEMENT

The Client acknowledges receipt of a risk disclosure statement from the Broker and the execution of a duplicate of that risk disclosure statement after reading (or explanation by the Broker) and understanding the same. The Client states that the Client has considered the Client's own objectives, financial situation, needs and risks involved and has formed the opinion that dealing in SCF is suitable for the Client.

12. DEFENCES, WAIVERS & RELEASE

- (a) Every exemption from liability, defence or immunity available to the Broker shall also be available to and extend to protect every one of its employees, agents or representatives or all or some of them. For the purpose of this clause, the Broker shall be or shall be deemed to be acting as agent on behalf its employees, agents or representatives.
- (b) No failure, delay, relaxation or indulgence on the part of the Broker in exercising any power or right conferred upon it under this Agreement or otherwise shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any future exercise thereof.

- (c) The Client releases the Broker from actions, claims, demands, suits and liabilities whatsoever which the Client may have or claim to have or but for this release might have had against the Broker arising out of any warranty, representation or disclosure not set out or referred to in this Agreement, other than in respect only of the gross negligence, fraud or dishonesty of the Broker.

13. CONTINUING OBLIGATIONS

All the terms and provisions of the Agreement shall be continuous and (i) shall apply to all transactions in the Account(s) with the Broker, now existing or hereafter opened, from the original opening to the time of final closing, including all renewals or reopenings thereof however numerous and at whatever intervals, (ii) shall remain in full force and effect until terminated in accordance with Clause 9. The Client hereby ratifies all transactions with the Broker effected prior to the date of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by the terms of this Agreement.

14. GOVERNING LAW & JURISDICTION

- (a) The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, and without prejudice to the foregoing the Broker will be at liberty to proceed against the Client in any court in any jurisdiction. All transactions and agreements between the Client and the Broker shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.
- (b) Without prejudice to Clause 15, the parties agree that where in any proceedings on the dispute before any court, any question arises concerning a Shariah matter, the parties shall refer such question to the Shariah Advisory Council of SC for its ruling. Any written ruling made by the Shariah Advisory Council of SC on such question pursuant to a reference made under this Clause 14 shall, regardless of the failure or refusal of any of the parties to make the reference, be conclusive of the position under the Shariah on such question and shall be binding on the parties. A reference by the court hearing the dispute to the Shariah Advisory Council of SC on such question shall be deemed to be a reference by the parties.

15. ACKNOWLEDGEMENT OF LIMITED SHARIAH COMPLIANCE

- (a) Notwithstanding anything contained herein, for all intents and purposes, the Client acknowledges and irrevocably and unconditionally agrees that the Client has accepted the SCF traded shall be of a Shariah-compliant nature, but the Broker does not warrant that Transactional Services and the Transaction will be of a Shariah-compliant nature or meets the same Shariah standards that may be adopted by any other parties, including all the documents and agreements executed pursuant thereto.
- (b) Each of the parties has independently made its own assessment as to the Shariah compliance of the SCF. The parties confirm that they do not have any objection as to the Shariah compliance of the SCF and accepts that the Transaction and the Transactional Services, including all the documents and agreements executed pursuant thereto may not necessarily be of a Shariah-compliant nature or meets the same Shariah standards that may be adopted by any other parties and they irrevocably and unconditionally agree that: (a) the parties will not raise any claim, objection as to matters of Shariah non-compliance in respect of or otherwise in relation to the SCF, the Transaction and the Transactional Services, including all the documents and agreements executed pursuant thereto; and (b) none of the parties' obligations under the Transaction and the Transactional Services, including all the documents and agreements executed pursuant thereto shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgement of any court, tribunal or other body that the Transaction and the Transactional Services, including all the documents and agreements executed pursuant thereto are not compliant with Shariah.

16. PERSONAL DATA

- (a) To process, administer and/or manage the Client's relationship and/or Account with the Broker, and to provide the Client with the services and products of the Broker and their continuing operation, the Broker will necessarily need to collect, use, disclose and/or process the personal data about the Client and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation, including the Client's financial condition, the Transactions undertaken by or on behalf of the Client and information in connection with the Account.
- (b) Such personal data will be collected, used, disclosed and/or processed by the Broker for one or more of the following purposes:
- (i) processing the Client's enquiries and application for account opening, services and products by the Broker;
 - (ii) providing the Client with the services and products of the Broker and the Broker's Affiliates, business partners and related companies;
 - (iii) administering and/or managing the Client's relationship with the Broker and/or the Account;
 - (iv) carrying out the Client's instructions or responding to any enquiries by the Client;
 - (v) carrying out due diligence, monitoring or other screening activities (including background checks) in accordance with legal or regulatory obligations, internal compliance requirements or risk management procedures (including but not limited to those designed to combat financial crime, "know-your-customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by the Broker or its Affiliate;
 - (vi) dealing in any matters relating to the services and/or products which the Client is entitled to under the terms and conditions of this Agreement (including the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to the Client, which could involve disclosure of certain personal data about the Client or the Client's personnel to bring about delivery of the same as well as on the external cover of envelopes/ mail packages);
 - (vii) the recovery of any and all sums that may from time to time become due to the Broker or any other party appointed by the Broker including all Indebtedness arising under or in respect of (i) the services provided to the Client by the Broker under this Agreement or such other agreement as the Broker may from time to time prescribe or (ii) the performance or non-performance of any of the Client's obligations to the Broker, whether under the terms and conditions of this Agreement or otherwise;
 - (viii) the process of reviewing and approving the Account with the Broker, and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;

- (ix) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the Account with the Broker, and whether or not there is any suspicion of the aforementioned;
 - (x) managing the Broker's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by the Broker, including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
 - (xi) security, surveillance and/or identity verification purposes and managing the security of the Broker's premises including but not limited to carrying out CCTV surveillance, audio recordings of the Client's instructions or conversations over the telephone or during face to face communications with the Broker's employee;
 - (xii) if consented to by the Client or any of the Client's authorised person (as may be applicable) via the Client's registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and facilitate the Client's participation in such activities. Some of these activities are governed by additional terms and conditions, which could contain additional information about how the Broker uses and discloses the Client's personal data or that of the Client's personnel (where applicable), so the Client should read these carefully;
 - (xiii) complying with applicable law in administering and managing the Client's relationship with the Broker; and/or
 - (xiv) if consented to by the Client in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the despatch of marketing information relating to financial or investment services or products offered by the Broker and its Affiliates, business partners and related companies (whether by the Broker, its Affiliates, business partners or related companies) which the Broker thinks is of benefit or interest to the Client via the Client's agreed methods of communication
- (collectively, the "**Purposes**").
- (c) Without prejudice to anything else in the terms and conditions of this Agreement, in carrying out one or more of the above Purposes, the Broker may need to disclose the Client's personal data and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation) to certain third parties, whether located within or outside Malaysia, as such third parties would then be processing such personal data for one or more of the above Purposes. The Client confirms that it/he/she has obtained their consent or is otherwise entitled to provide their personal data and information to the Broker and hereby acknowledges and agrees that such personal data will/may be disclosed by the Broker to the following third parties (whether located within or outside Malaysia) for one or more of the above Purposes and for the said third parties to subsequently process such personal data for one or more of the above Purposes:
- (i) the Broker's Affiliates and between each of them;
 - (ii) the Broker's (or any of its Affiliates) third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or derivatives clearing or other services to the Broker in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
 - (iii) any credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution, and, in the event of default, to debt collection agencies;
 - (iv) any fund management companies, private equity companies and managers, other financial companies (e.g., for structuring/provision of services), external asset managers, service providers (e.g., alternative investment service providers) and financial service providers;
 - (v) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
 - (vi) the Broker's (or any of its Affiliates) auditors and professional advisors including its solicitors;
 - (vii) any person to whom the Broker is under an obligation to make disclosure under the requirements of any law binding on the Broker or any of the Broker's Affiliates or branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Broker or any of the Broker's Affiliates or branches are expected to comply with;
 - (viii) any person to whom disclosure is permitted or required by any statutory provision or law;
 - (ix) any permitted assigns;
 - (x) the Broker's successors in title; and/or
 - (xi) any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
- (d) If the Client (or where applicable, any of the Client's next of kin, individual guarantors and dependents (where the Client is an individual) and/or the Client's directors, individual shareholders, officers, his personnel, individual guarantors and security providers (where the Client is a corporation)) does not wish for the Broker to use the submitted personal data or disclose the submitted personal data for any of the above Purposes, the Client may withdraw the consent at any time by written notice to the Broker, pursuant to the Personal Data Protection Act 2010, however, depending on the circumstances and the nature/extent of the withdrawal, the withdrawal of consent may result in the Broker inability to provide the Client with the services and products under this Agreement and hence may result in the termination of the Client's relationship and/or Account(s) with the Broker or other consequences of a legal nature which may arise by virtue of the Client's legal relationship with the Broker.

- (e) The Client agrees to ensure the personal data and information of third parties furnished to the Broker are accurate and agrees to update the Broker in writing in the event of any change to such personal data and information. To the extent that the applicable law allows, the Client may request access to, and correction of, the personal data. The Client acknowledges that some personal data may be exempt from such access and correction rights in accordance with local personal data protection laws. The Client may wish to contact the Broker at 03-26356868 or email should the Client wish to request such access to, and/or correction of, the Client's personal information.
- (f) The Client hereby confirms that the Client has read, understood and agrees to be bound by CGS-CIMB Group Privacy Notice (which is available at www.cgs-cimb.com.my "Privacy Notice") and the clauses therein, as may relate to the processing of the Client's personal information. For avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed incorporated by reference into this Agreement.
- (g) For the avoidance of doubt, in the event that Malaysian personal data protection law permits an organization such as the Broker to collect, use or disclose the Client's personal data without the Client's consent, such permission granted by the law shall continue to apply.
- (h) The Client agrees that where the Client's written permission is required by law or otherwise for any such disclosure by the Broker, the signing of the application form(s), account opening document(s), and/or any other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.
- (i) The Broker's rights under this Clause shall be in addition to and without prejudice to the Broker's other rights of disclosures available pursuant to any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

17. DISCLOSURE OF INFORMATION

- (a) The Client hereby expressly authorises and permits the Broker and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Account under this Agreement, including but not limited to information relating to any Transaction or dealings between the Client and the Broker (except that where such information contains personal data regulated by the Personal Data Protection Act 2010, such personal data shall be disclosed in accordance with Clause 16 above):
 - (i) to any current or future Affiliate, or entity currently or which in the future may be associated with the Broker, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) ("**Authorised Parties**");
 - (ii) to the auditors, legal advisors and other professional advisors of the Broker and the Authorised Parties;
 - (iii) to any person or organization participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Malaysia or elsewhere for the purpose of the operation of the Services including but not limited to investigating discrepancies or claims;
 - (iv) to any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client's name and/or other particular appears, or any data or record of any document whatsoever;
 - (v) to the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
 - (vi) to any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Malaysia or other jurisdictions, including the jurisdictions in which the Client has traded or where any of the Broker's overseas business operations are situated;
 - (vii) to any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
 - (viii) to any of the Authorised Parties for risk management purposes, for monitoring credit exposure of the Broker and/or any of its Affiliates, for purposes of centralisation of operations within the Broker and/or any group in which the Broker or any of its Affiliates is a member thereof, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
 - (ix) to any credit bureau (including the members of such credit bureau of which the Broker is a member), rating agency, insurer, or any other provider of credit protection to the Broker and/or any of the Authorised Parties;
 - (x) to any counterparty transacting with the Broker or any of the Authorised Parties for the purposes of or in connection with any Transactions undertaken by or on behalf of the Client;
 - (xi) to any assignee or transferee or prospective assignees or transferees of the Broker's credit facilities, business and undertakings or such part thereof;
 - (xii) to any person with whom the Broker may enter into (or may potentially enter into) any participation or sub-participation in relation to any Transaction or service under, pursuant or otherwise in connection with, the terms and conditions of this Agreement;
 - (xiii) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of the Broker or its holding company with/by another company; and
 - (xiv) to any other person or entity at any time:
 - (1) which the Broker or any of its authorised representatives considers appropriate for any purpose in connection with the terms and conditions of this Agreement; or
 - (2) where such particulars of the Account were inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of the Broker or its authorised representatives.

- (b) The Client recognizes and acknowledges that the Broker is irrevocably authorised to disclose to the Client's futures broker's representative(s) (whether present or in future) appointed by the Client, authorised officers and the Broker's employees or any other person as the Broker may think fit or necessary, information in relation to all the Accounts, details of Transactions entered into by the Client, as well as shareholdings held beneficially or owned by the Client (including but not limited to providing such persons with statements of account pursuant to any balance enquiries and/or requests for such statements). For the avoidance of doubt, this authorisation will remain in full force unless revoked by the Client in writing to the Broker (with a copy of such revocation given to the Broker),

AND the Client hereby agrees that the Client will not hold the Broker or any of its officers, employees, agents, representatives or dealer's representatives liable for disclosure of such information, or for any loss or damage arising out of such disclosure, whether by reason of any misstatement, error, negligence, omission, delay or any matter in connection thereto.

- (c) The Client hereby authorises the Broker to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including any credit bureau or credit agency) any and all of the Client's information with such third party as the Broker may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as the Broker may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as the Broker may require.
- (d) The Client agrees to provide any information as the Broker may require and/or as is necessary to verify the Client's identity and do all things necessary to enable the Broker to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that the Broker shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by the Broker has not been provided by the Client.

18. PHYSICALLY DELIVERED CONTRACTS

Where settlement of a SCF is by physical delivery of the underlying interest of the SCF, the Client acknowledges and agrees:

- (a) to comply with the rules of the Exchange and the clearing organization, whether the rules apply directly or indirectly to the Client;
- (b) where the Client is a buyer, the Client's obligation under the SCF is to take delivery and make payment; and
- (c) where the Client is a seller, the Client's obligation under the SCF is to make delivery of the underlying interest of the SCF.

18A. BURSA DERIVATIVES' CRUDE PALM OIL ("CPO"), CRUDE PALM KERNEL OIL ("PKO") AND EAST MALAYSIA CRUDE PALM OIL ("EPO") FUTURES

For the avoidance of doubt, the following terms and conditions as set out herein shall be applicable in respect of futures trading in Bursa Derivatives' CPO, PKO and EPO SCF entered into between the parties in addition to and not in derogation of the terms and conditions as set out in this Agreement:

- (a) The parties agree that a spot month CPO, PKO and EPO SCF can only be traded by an institutional client who is in the business of an oil plantation or palm oil refinery or such other client as the Broker may at its absolute discretion to decide. For the avoidance of doubt, a "spot month" means "at any point in time, the nearest month an SCF may become deliverable" for CPO, PKO and EPO SCF.
- (b) The Client who is successful in the tender of a CPO, PKO and EPO SCF, as determined by Bursa Clearing, shall pay the tendering proceeds together with the tender fee charged by Bursa Clearing to the Broker by the next Business Day following the day of tender. For the avoidance of doubt, "day of tender" means "the day on which Bursa Clearing determines that the Client has been allocated the tender" for a CPO, PKO and EPO SCF.
- (c) With respect to the Client who is a buyer, the electronic negotiable storage receipt ("eNSR") shall only be delivered to the Client upon the Broker receiving full payment from the Client. In the event that the Client fails to make full payment to the Broker by the next Business Day following the day of tender, the Client hereby agrees that:
- (i) the Client shall be liable to pay to the Broker Late Payment Charges based on until the Broker receives the full payment payable by the Client; and
- (ii) the eNSR shall belong to and be the property of the Broker, who shall have the sole and absolute discretion and right to deal with, sell or transfer the eNSR to any purchaser therefor for valuable consideration and utilise the proceeds thereof towards settlement of the tendering proceeds payable or paid by the Broker to Bursa Clearing. In the event that the proceeds from the sale of the eNSR is insufficient to settle the amount payable or paid by the Broker to Bursa Clearing, the Client hereby agrees to indemnify the Broker in full and shall be liable to pay for such shortfall to the Broker.
- (d) With respect to the Client who is a seller:-
- (i) the Client who wishes to have CPO, PKO and EPO appraised for possible delivery to the market shall deliver the CPO, PKO and EPO to a port tank installation;
- (ii) upon a request by the Client, the port tank installation owner shall arrange for the CPO, PKO and EPO to be appraised in accordance with the procedures laid down by Bursa Derivatives from time to time;
- (iii) once the CPO, PKO and EPO has been appraised, the port tank installation owner shall issue a eNSR in the form approved by Bursa Derivatives from time to time, for all deliverable CPO, PKO and EPO. The eNSR shall state the name of the port tank installation owner, the date of appraisal and whether the appraised CPO, PKO and EPO meets the requirements of the Exchange's specifications with respect to delivery. Each lot of twenty-five (25) metric tons of CPO, PKO and EPO shall bear a separate eNSR;

- (iv) in the event that the Client fails to deliver the eNSR to the Broker by 10 a.m. on the last tendering day, the Client shall be liable to and shall indemnify the Broker for all losses incurred by the Broker (arising from the Client's failure to deliver the eNSR), as charged by Bursa Clearing.

The Client further agrees and acknowledges that in relation to all trading in CPO, PKO and EPO SCF on the derivatives market of Bursa Derivatives on behalf of the Client or pursuant to the Client's instructions and all SCF registered by the Broker with Bursa Clearing relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against Bursa Derivatives, Bursa Clearing or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act.

19. SHARIAH DISCLAIMER

The Clients also understand that the SCF that are traded on the Exchanges may be subjected to a withdrawal of their Shariah-compliant status and in that situation, there may be adverse consequence to the Clients such as early close out of an open position, where such SCF is not in the money resulting in a loss for the Client.

20. ANTI-BRIBERY AND ANTI-CORRUPTION

- (a) The Broker and the Client respectively undertake not to (whether by itself/himself/herself or through any of its directors, officers, employees or agents, as is applicable) offer, promise, give, authorise, solicit or accept any gift, favour, kickback, or other improper payment or consideration to or from (or imply that they will or might do any such thing in future) any person, in order to secure assistance, influence, business or other improper advantage in connection with any of the Transactional Services or Transactions provided, received and/or executed under the terms and conditions of this Agreement, whether in Malaysia or elsewhere.
- (b) The Broker and the Client respectively shall and shall procure that its directors, officers, employees or agents, as is applicable (who are involved in the Transactional Services or Transactions provided, received and/or executed under these terms and conditions) shall, comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Malaysian Anti-Corruption Commission Act 2009 in connection with the Transactional Services or Transactions provided, received and/or executed under the terms and conditions of this Agreement.

21. FOREIGN EXCHANGE RISKS

- (a) All Transactions for or relating to the Account or any of the Transactional Services and any payments relating to or arising out of any of the Transactional Services, including but not limited to any fees, commission, brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in the Base Currency unless such SCF is denominated in a foreign currency (the "Traded Currency") then such SCF will be settled in accordance with the Traded Currency or, if the Broker agrees, in any other currency requested by the Client, but at a rate of exchange determined by the Broker. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any Transaction for the Account or any of the Transactional Services.
- (b) The Client further agrees and acknowledges that where the Client directs or instructs the Broker to carry out a set-off in relation to any SCF denominated in a foreign currency, the Broker may in its absolute discretion effect such set-off in either the Traded Currency or the Base Currency, and where such set-off is effected in the Traded Currency, settle such set-off with the Client in the Base Currency at a rate of exchange determined by the Broker.
- (c) The Broker may, where Indebtedness and the monies in the Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as the Broker may determine in its absolute discretion.

22. USE OF FOREIGN AGENTS

The Client acknowledges and agrees that in Transactions involving Foreign SCF (the "Foreign Transactions"):

- (a) The Broker may employ the services of agents (the "Foreign Agents") in order to effect such Foreign Transactions; and
- (b) These Foreign Transactions will be subject to terms and conditions that are imposed by the Foreign Agents.

23. FOREIGN RULES TO PREVAIL

- (a) All Foreign Transactions are subject to the Foreign Rules in addition to applicable Malaysian Rules.
- (b) In the event of any conflict between the terms and conditions of this Agreement and the Foreign Rules, the terms and conditions of this Agreement shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- (c) The Broker and the Foreign Agent are entitled, and are hereby authorised by the Client, to take any action or refrain from taking any action (including the disclosure of any information relating to the Client or the Foreign Transactions) which the Broker or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither the Broker nor the Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this Clause.

24. FORCE MAJEURE

The Broker shall not be held liable to the Client for or be liable to the Client for any claims, costs, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond the Broker's control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, malicious code, cyberattacks, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing organization, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of the Broker's support or solutions partners or any other disturbances, war, terrorist attacks or events, hostility, riot (insurgency or otherwise), civil commotion, requisition by any government or any regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God such as fire, flood, frost, storm, explosion, tsunami, earthquake, typhoon, tornado or landslide.

Schedule 1:

The combined rate of *Ta`widh* and *Gharamah* shall not exceed ten per cent (10%) per annum.

Ta`widh may be imposed and according to Islamic Interbank Money Market (IIMM) rate per annum on the outstanding amount before expiry or maturity date. *Gharamah* may also be imposed at a rate up to the difference between the combined rate and *Ta`widh*.

Notes:

Ta`widh is the compensation to the Broker for any actual loss incurred by the Broker due to the Client's delay or default in paying any scheduled payment when it becomes due or any other amount payable by the Client to the Broker under the SCF Account, the Transactions or the Transactional Services. For failure/default to pay any instalment or any payment due and which failure continues beyond the expiry or maturity date, or upon judgment, whichever is earlier, the *Ta`widh* rate shall be the prevailing daily overnight Islamic Interbank Money Market (IIMM) rate per annum on the outstanding balance due and payable.

Gharamah is the penalty over and above the *Ta`widh*, which shall be channelled to charitable organizations approved by the Broker's authorised Shariah adviser.

TERMS AND CONDITIONS OF TRADING

The Client hereby:

1. undertakes to abide by the rules, regulations, by-laws, directives of the exchanges or other relevant authority and any subsequent new rules and/or regulations, amendments or revisions that may be brought into force from time to time. The Client also undertakes to at all times comply with all margin requirements prescribed by the Broker or otherwise notified to the Client;
2. declares that the information given herein are true and correct and that the Client has not withheld any material fact or information from the Broker. The Client authorises the Broker to verify, in any manner with any third party, the information furnished herein or from time to time as the Broker deems fit and the Client further undertakes to furnish the Broker with such further additional information as the Broker require at any time or from time to time;
3. authorises the Broker to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as the Broker may deem fit, for any purposes which the Broker deems fit;
4. agrees that the Broker may have the absolute discretion to close the Account without giving any reasons and that the Broker may impose such other terms and conditions upon approval and from time to time, if deem necessary;
5. undertakes to pay the Broker promptly the outstanding debit balance of the Account and pay all relevant fees, and charges including legal fees incurred by the Broker on a solicitor and client basis in the enforcement of any of the Client's obligations and liabilities;
6. agrees that the Client shall not hold the Broker or any of its officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the said representative in carrying out his/her duties in connection with this Account;
7. agrees that all orders made through the telephone shall be deemed to be confirmed and binding on the Client without the requirement to furnish any proof on the Broker's part and that the Broker operates the Account in accordance with the Client's oral or written instructions that are believed to be genuine and to have been given by such one or more person(s) as notified by the Client from time to time in writing and the Broker shall not be made responsible or liable for any loss that may result from unauthorised instructions;
8. agrees that the Broker shall have the right at any time to refuse or limit the Client's orders;
9. declares that:

Individual : The Client is not a bankrupt and there is no pending bankruptcy proceedings against the Client at the date hereof;

Corporate : No winding-up proceedings has commenced against the Client as at the date hereof;
10. authorises the Broker to sell or dispose off the whole or part of the stocks/shares/securities pledged by the Client as collateral at any time without notice to the Client and utilise the proceeds to offset and discharge all the Client's liabilities and obligations with the Broker;
11. authorises the Broker at any time and from time to time during the existence of this Agreement without prior notice to the Client, to combine and consolidate all the Client's accounts held with the Broker or its Affiliates, transfer from or to (as the case may be at the Broker's discretion require) any of the Client's other accounts held with the Broker or its Affiliates any of the money, securities or other property of the Client (where held alone or jointly with others), to realise and liquidate any stocks/shares/securities held by the Broker or its Affiliates and/or to apply any amounts existing or received in such accounts (whether by way of the sale or liquidation of stocks/shares/securities) with the Broker or its Affiliates, to the extent permitted by applicable law, as the Broker may deem to be reasonably required for margin in any of the Accounts or to reduce or satisfy in full any of the Client's Indebtedness to the Broker , provided that the Broker shall within a reasonable time after making any such transfer send a written confirmation thereof to the Client;
12. declares and agrees that all communication, notice, demand or other document required to be given to the Client, shall be deemed to be served for all purpose if left by hand or sent by facsimile, courier services or postal services at the Client's address as stated in the application form or the last known address;
13. agrees that the failure or delay by the Broker to insist on compliance with any of these undertakings, terms and conditions or any continued course of such conduct by the Broker shall not be construed or constituted as a waiver or relinquishment generally or specifically by the Broker of any rights, power, privileges or remedies accruing to the Broker;
14. declares that if any undertakings, terms and conditions herein contained, shall be held to be invalid, unenforceable, illegal or otherwise the invalidity, unenforceability and illegality shall not affect or impair the remaining terms and conditions herein;
15. acknowledges that all provisions of this Agreement shall be binding upon all the Client's heirs, executors, administrators, personal representatives, successors, receivers, trustees in bankruptcy and assigns;
16. declares that all the agreements and undertakings herein obtained and the rights and obligations therefrom shall be governed by and construed in all respects accordance with the law of Malaysia and agree to submit to jurisdiction of the court of Malaysia; and
17. undertakes to confirm accuracy of the Client's details in the Broker's client database within 15 days of receipt of the Broker's notification of Account being opened.

**ELECTRONIC TRADING FACILITIES
SUPPLEMENTAL TERMS AND CONDITIONS OF TRADING**

This Supplemental Terms and Conditions of Trading is supplemental to and forms part of the terms and conditions set out in the Trading Agreements (as hereinafter defined) between CGS-CIMB Futures Sdn Bhd (the "Broker") and the Client.

In consideration of the Broker agreeing to grant the Client the Electronic Trading Facilities (as hereinafter defined) and to use the Electronic Trading Facilities provided by the Broker in respect of trading in SCF (as defined in the Capital Markets and Services Act 2007), the Client hereby agrees to the Terms and Conditions set out herein.

1. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:-

"Affiliates" means (i) a related corporation (as defined in the Companies Act 2016) of the Broker, (ii) CGS-CIMB Securities International Pte Ltd and its related corporations (as defined in the Companies Act 2016) (iii) a member of the CGI Group, and/or (iv) a member of the CIMB Group.

"Applicable Laws" includes, but is not limited to, any rules, regulations, orders, decisions, procedures and other requirements whatsoever whether having legal force or otherwise of any applicable regulatory body, exchange, clearing organization, governmental or other authority to which a party or the execution and/or clearing of any transactions under the Trading Agreements is subject to;

"CGI Group" means CGS International Holdings Limited and its related corporations (as defined in the Companies Act 2016).

"CIMB Group" means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act 2016);

"Connected Exchange" means Bursa Malaysia Derivatives Berhad and any other recognized futures exchanges;

"Electronic Orders" means orders to buy and sell SCF using the Electronic Trading Facilities to be transmitted to the Connected Exchange;

"Electronic Trading Facilities" means transmission of the Electronic Orders using any types and means of electronic communication (including without limitation using the Broker's telecommunication, computer or electronic network or systems, internet, personal computers and mobile device) and includes service or information accessible through the Broker's system made available or provided to the Client, either directly or through third parties, trading through a Direct Market Access Infrastructure (as defined in the Rules of Bursa Malaysia Derivatives Berhad) ("DMA") or trading by any other medium of electronic communication which the Broker may adopt or introduce for use to its clients;

"Trading Agreements" means any and all documentation between the Client and the Broker and includes without limitation client agreements, as agreed or amended from time to time.

2. Pre-requisite Requirements

2.1 If the Client wishes to use the Electronic Trading Facilities, the Client must establish and maintain a telecommunication device/line/network.

2.2 If the Broker makes the Electronic Trading Facilities available to the Client, the Client acknowledge that:

- (a) there may be delays in the processing, execution, amendment or cancellation of the Electronic Order entered through the Electronic Trading Facilities;
- (b) the execution of the Electronic Order placed through the Electronic Trading Facilities may be delayed by trading restrictions that the Broker may establish or revise from time to time at Broker's discretion (the "Filters") or other electronic features of the electronic system;
- (c) the Broker is not responsible for the installation and operation of equipment (including telecommunication lines) necessary to access the Electronic Trading Facilities in order to use the Electronic Trading Facilities; and
- (d) the use of the Electronic Trading Facilities is subject to the disclaimers, notices, acknowledgements and other conditions placed or otherwise accessible in the Electronic Trading Facilities.

2.3 The Client shall provide the Broker such information as the Broker may request to set up the Client's reference data for the provision of the Electronic Trading Facilities.

2.4 The Client acknowledges that the SCF may be reclassified as Shariah non-compliant at any time, and shall advise the Broker accordingly of the Shariah non-compliant status, and if any such disposal or close out of the SCF is necessary.

3. Execution Limit

3.1 The Client covenants to observe the trading conditions imposed or to be imposed by the Broker on the Client from time to time, including without limitation credit limits imposed on the trading activities of the Client. In the event the trading limits imposed on the Client are breached at any time, the Client shall take all steps necessary to rectify the position and to ensure that it is within the allowed limits. In the event the Client fail to do so, the Broker shall, and is hereby authorised to take such steps as is necessary to ensure that the Client remain within the permitted trading limits, without liability to the Client in respect of any losses thereby sustained.

3.2 The Client acknowledges and agrees that the Broker and/or the Connected Exchange may set specific parameters defining the orders that may be entered by the Client, including restriction to specific instruments or size of orders, and the Broker shall have the right to reject orders that do not fall within the designated parameters of authorised orders.

- 3.3 For the avoidance of doubt, the Client's Electronic Orders will be subject to the Filters, including (without limitation) the Filters whose object is to:
- (a) prevent a breach of the Applicable Laws; or
 - (b) prevent the Electronic Orders being registered with a trading platform where the price at which the Electronic Order is submitted through the Electronic Trading Facilities is too far from the prevailing market price for the relevant SCF; or
 - (c) ensure that the Electronic Trading Facilities does not interfere with the efficiency and integrity of the market conducted by the Connected Exchange.
- 3.4 The Broker has, and accepts, no responsibility or liability to the Client or any person claiming through the Client for failing to register such Electronic Orders with the trading platform.

4. Authorised Access

The Client hereby agrees and undertakes at all times:

- (a) to keep strictly confidential and safeguard any and all user names, passwords. Identification or other access codes issued to the Client by the Broker for the purpose of enabling the Client to access the Electronic Trading Facilities (the "Security Features"); and
- (b) to immediately notify the Broker if the Client suspects that the confidentiality of the Security Features has been compromised or if the Account has been accessed or used without his authority.

5. Placing of Electronic Orders through the Electronic Trading Facilities

- 5.1 The Client shall enter orders and trade in compliance with the Applicable Laws.
- 5.2 The Broker shall be entitled to treat any instruction and/or communication transmitted via the Electronic Trading Facilities as genuine and the Broker shall be under no duty to verify the authenticity of such instruction or communication.
- 5.3 The Client shall be responsible for any accidental, fraudulent or unauthorised instruction or communication transmitted to the Electronic Trading Facilities. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of instruction or communication, the Client shall immediately notify the Broker.
- 5.4 The Client shall be liable for and accept the consequences for all transactions transmitted by accessing the Electronic Trading Facilities even if any such transactions are incorrect, originate from a person other than the authorised persons or are miscommunicated due to a malfunction of the Electronic Trading Facilities. The Client shall not assert the absence of additional controls as a reason for rejecting commitments arising from Electronic Orders transmitted via the Electronic Trading Facilities.

6. Acceptance of Order

- 6.1 An Electronic Order will only be accepted by the Broker and/or the Electronic Trading Facilities for transmission to the Connected Exchange if the Client has provided all the following information :-
- (a) contract code;
 - (b) contract month;
 - (c) buy/sell;
 - (d) order quantity;
 - (e) limit price (if applicable); and
 - (f) such other information as may be requested by the Broker and/or the Electronic Trading Facilities.
- 6.2 The Client agrees to check the details of an Electronic Order before transmission as it may not be possible to cancel the Electronic Order once transmitted. The Client acknowledges that a request to cancel or amend an Electronic Order is only possible before such Electronic Order is executed and the Client agrees to accept full responsibility for any full or partial execution of a Electronic Order whether or not the Client purport to, or otherwise have attempted to, cancel or amend such Electronic Order.
- 6.3 An Electronic Order may be rejected automatically by the Electronic Trading Facilities, and the Broker shall be entitled in its absolute discretion (without any liability to the Client) to change or remove an Electronic Order, stop or cancel an Electronic Order, for any reason whatsoever, including, if the conditions described in Clause 6.1 are not fulfilled or in the Broker's sole opinion, the execution of such Electronic Order would be in breach of any Applicable Laws or otherwise adversely affect the Broker's interests or those of its Affiliates.
- 6.4 Notwithstanding the above, the Broker shall be entitled to discontinue accepting orders from the Client at any time without notice.
- 6.5 The Broker shall be entitled, at any time without notice to the Client and without in any way being liable for any loss or damage whatsoever to the Client to:-
- (a) amend, modify, suspend or terminate the operation of the Electronic Trading Facilities; and/or
 - (b) suspend or terminate the Client's access to and use of the Electronic Trading Facilities.
- 6.6 The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Broker or by the Connected Exchange (as the case may be) on the Electronic Trading Facilities concerning the carrying out or execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.

7. Notice by the Client

The Client shall notify the Broker immediately upon its becoming aware of either of the following:-

- (a) any unauthorised use of the Electronic Trading Facilities; or
- (b) any failure by the Client to receive a receipt acknowledgement, statement, confirmation, advice and/or other appropriate response in the ordinary course of business that any Electronic Order has been received and/or executed or if the Client receives a receipt acknowledgement, statement, confirmation, advice and/or response relating to an Electronic Order which the Client did not place.

8. Distribution and Intellectual Property

8.1 The Client agrees to keep all information available to the Client through the use of the Electronic Trading Facilities (including any reports sent to the Client by the Broker) (the "Information") secure and confidential and not allow any person to have access to them other than the Broker's authorised personnel who require such access to operate the services extended to the Client herein.

8.2 The Client shall not:-

- (a) modify, reproduce or create in any manner any derivative works of the content in, under or to the Electronic Trading Facilities for use, transmission, distribution or display on the Electronic Trading Facilities or any other websites without the Broker's prior written consent;
- (b) retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner whatsoever without the Broker's prior written consent; and
- (c) use the Information obtained from the Electronic Trading Facilities for any illegal purposes or in such a manner as to encourage illegal activities.

8.3 The Client accepts and acknowledges that all intellectual property rights (whether by way of copyright or otherwise) in the Information vests solely in and shall remain the exclusive property of the Broker and/or other third parties. The Client agrees and undertakes not to do anything that will violate or infringe intellectual property rights of the Broker and/or other third parties and will take all necessary measures to preserve and protect these rights.

9. Representations, Warranties and Undertakings

9.1 The Client represents and warrants to the Broker:-

- (a) that these Terms and Conditions are legal, valid and binding obligations of the Client, enforceable against the Client;
- (b) that the Client has all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree these Terms and Conditions, to access and use the Electronic Trading Facilities;
- (c) that any Electronic Orders placed are solely and exclusively based on the Client's own judgment and after the Client's own independent appraisal and investigation into the risks associated with such Electronic Orders or dealings;
- (d) that any person(s) empowered to act on the Client's behalf have been duly authorised;
- (e) that the Client and each of the authorised persons has the knowledge of the process for the submission of orders through the Electronic Trading Facilities, including through the use of DMA, the laws and rules in relation to trading on the Connected Exchange, is familiar with, understand, and will keep themselves updated on the Applicable Laws;
- (f) that the Client shall, when requested by the Broker and/or the Connected Exchange, furnish to the Connected Exchange the Client's written confirmation ("the said Confirmation") that the Client, and its authorised persons, has requisite knowledge of the requirements set out in Clause 9.1, such said Confirmation to be in a format acceptable to the Connected Exchange; and
- (g) that the Client's relationship with the Broker pursuant to these Terms and Conditions is limited to the access to and use by the Client of the Electronic Trading Facilities, and the Client acknowledge that the Electronic Trading Facilities provided by the Broker in respect of a relevant market is subject to the Applicable Laws and the Client shall be responsible for compliance with the Applicable Laws.

9.2 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the Client transmits Electronic Orders using the Electronic Trading Facilities.

10. Confidentiality

10.1 Both parties undertake not to disclose to any person or persons any confidential information and/or documents of the other party that it may acquire in the course of its access and use of the Electronic Trading Facilities; provided, however, that such confidential information may be disclosed (i) to the extent required by the Applicable Laws, or (ii) to the extent reasonably required for the performance of its obligations under these Terms and Conditions, or (iii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction or (iv) in connection with any regulatory report, audit or inquiry, or (v) where requested by a regulator with jurisdiction over a party. For the avoidance of doubt, the Broker may disclose any confidential information to such of its affiliates and related companies' directors, officers, employees and agents who need to know such confidential information in connection with the use of the Electronic Trading Facilities.

- 10.2 The restrictions set out in Clause 10.1 on both parties shall not apply to information or knowledge which:-
- (a) is publicly available or becomes publicly available through no act or omission or otherwise default of a party; or
 - (b) is previously known to the disclosing party (which must be demonstrable) without an obligation of confidentiality; or
 - (c) independently developed by the disclosing party outside of these Terms and Conditions; or
 - (d) rightfully obtained by the disclosing party from third parties without an obligation of confidentiality.

For the avoidance of doubt, this is a continuing obligation and will survive the termination of these Terms and Conditions.

11. Exclusion and Limitation of Liability

- 11.1 The Client acknowledges that the Electronic Trading Facilities is provided on an "as is" basis. The Broker and its Affiliates make no warranty, guarantee or representation of any kind, express or implied, and to the extent permitted by the Applicable Laws, expressly disclaims all statutory or implied warranties in relation to the Electronic Trading Facilities (and any results to be obtained from its use), including but not limited to warranties of satisfactory quality, quality or fitness for a particular purpose or use, accuracy, completeness, warranties arising from course of performance, course of dealing and usage of trade or their equivalents under the laws of any jurisdiction, and warranties that its functions will meet the Client's requirements, that its operation will be timely, accessible, secure, complete, reliable, uninterrupted or error-free, or that it will be free of viruses or harmful components.
- 11.2 The Broker shall not be liable or have any responsibility whatsoever for any delays, errors, interruptions or failure in transmission of Electronic Orders caused by or arising from the Electronic Trading Facilities.
- 11.3 The Client expressly acknowledges and agrees that the Broker have made no recommendation with respect to the Electronic Trading Facilities or any transactions in connection with the Electronic Trading Facilities and that the Broker and any third party service providers selected by the Broker to provide the Electronic Trading Facilities on an "as is" basis at the Client's sole risk.

12. Indemnity

The Client agrees to indemnify and hold the Broker harmless from and against all losses, liabilities, obligations, damages, claims, judgments, costs, expenses or disbursements of any kind (including reasonable legal fees and expenses) which may be incurred or suffered by or asserted against the Broker resulting from:-

- (a) the use by the Client of the Electronic Trading Facilities;
- (b) any breach by the Client's duties or obligations under any of the Trading Agreements, including these Terms and Conditions;
- (c) failed settlement of transactions through the Electronic Trading Facilities as a result of the Client's default, negligence or fraud or that of the Client's clearing broker; or
- (d) failure by the Client to pay margin (as defined in the Trading Agreements) as and when required by the Broker (if applicable).

For the avoidance of doubt, this is a continuing indemnity and will survive the termination of these Terms and Conditions.

13. Regulatory Supervision

The Broker shall have no liability, and shall not be responsible, for any prejudice, loss or inconvenience which the Client may suffer as a result of any action by any regulatory body in the exercise of its regulatory or supervisory functions over the Broker. The Client shall permit the Broker and/or any regulatory body to have access to such terminals, computer systems or equipment in respect of the Electronic Trading Facilities as the Broker and/or the regulatory body may request and the Client shall co-operate in answering any of their queries and render all reasonable assistance to the Broker and/or any regulatory body in relation to any aspect of the Electronic Trading Facilities.

14. Fees and Charges

The Client agrees and undertakes to :-

- (a) pay to the Broker such deposit, subscription fees, access fees, usage charges and other costs, charges and expenses as may be imposed by the Broker from time to time for the use of the Electronic Trading Facilities;
- (b) pay such taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid and to promptly reimburse the Broker for any such payment made by the Broker on behalf of the Client;
- (c) maintain a minimum credit balance in the Account as may be imposed by the Broker from time to time for the use of the Electronic Trading Facilities; and
- (d) permit the Broker to debit the Account, including the Trust Account for all the aforesaid charges.

15. Term and Termination

- 15.1 Either the Broker or the Client shall be entitled to terminate these Terms and Conditions by giving the other notice in writing of seven (7) days to that effect.
- 15.2 For the avoidance of doubt, termination of these Terms and Conditions shall not affect the rights and liabilities of the parties that have accrued prior to such termination.

16. General

- 16.1 The Client confirms that the Client shall not assign any rights, titles or interests under these Terms and Conditions to any party without prior written consent from the Broker.
- 16.2 These Terms and Conditions supplement and/or amend and are to be read together with the Trading Agreements. In the event of any inconsistency between these Terms and Conditions and the Trading Agreements, these Terms and Conditions shall prevail.
- 16.3 The Client agrees and acknowledges that these Terms and Conditions shall be for the benefit of the Broker and each and every member of its Affiliates and can be enforced against the Client by each of the members of its Affiliates as if they were a party to these Terms and Conditions.
- 16.4 These Terms and Conditions and the relationship between the Client and the Broker shall be governed by, and construed in accordance with, the laws of Malaysia. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

17. Amendment

The Broker shall be entitled to amend, add to, delete or otherwise vary these Terms and Conditions as its absolute discretion and the Client shall be bound by such variation.

The Broker may vary the functionality and trading rules of the Electronic Trading Facilities without notice.

RISK DISCLOSURE STATEMENT

This brief statement provided to you by CGS-CIMB Futures Sdn Bhd does not disclose all of the risks and other significant aspects of trading in SCF. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in SCF is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

FUTURES

1. Effect of “Leverage” or “Gearing”

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the SCF so that transactions are “leveraged” or “geared”. A relatively small market movement will have proportionately larger impact on the funds you have deposited or will have to deposit – this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the Futures Broker to maintain your position. If the market moves against your position or margin levels are increased you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-Reducing Orders or Strategies

The placing of certain orders (e.g. “stop-loss” orders, where permitted under local law, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be risky as taking simple “long” or “short” positions.

ADDITIONAL RISKS COMMON TO SCF

3. Terms and Conditions of Contracts

You should ask the Futures Broker with which you deal about the terms and conditions of the SCF which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of an SCF). Under certain circumstances the specifications of outstanding contracts may be modified by the Exchange or clearing organization to reflect changes in the underlying interest.

4. Suspension or Restriction of Trading and Pricing Relationship

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

Further, normal pricing relationships between the underlying interest and the futures may not exist. The absence of an underlying reference price may make it difficult to judge “fair” value.

5. Deposited Cash and Securities

You should familiarise yourself with the protections accorded to money or other securities you deposit for domestic and foreign transactions, particularly in the event of a Futures Broker’s insolvency or bankruptcy. The extent to which you may recover your money or securities may be governed by specific legislation or local rules. In some jurisdictions, securities which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

6. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increases your loss.

7. Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions including markets formally linked to a derivatives market, may expose you to additional risks. Such markets may be subject to regulations which may offer different or diminished investor protection. Before you trade in SCF, you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will or may be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the Futures Broker which you deal with for details about the types of redress and restrictions which exist in both your home jurisdiction and other relevant jurisdictions before you start to trade in SCF.

8. Currency Risks

The profit or loss in transactions in foreign currency-denominated SCF (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

9. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and system, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing organization and/or Futures Brokers. Such limits may vary, you should ask the Futures Broker with which you deal for details in this respect.

10. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all

11. Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstance, Futures Broker are permitted to effect off-exchange transactions. The Futures Broker with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

12. Repatriation Risks

Trading in derivatives markets could be adversely affected by delays in, or refusal to grant, relevant approvals for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Consents granted prior to a transaction being made in any particular country may be varied or revoked, and new restrictions may be imposed.

13. Shariah Compliance

You understand that the SCF that are traded on the Exchanges are subject to a withdrawal of their Shariah-compliant status and in that situation, there may be adverse consequence to you, such as early close out of an open position, where such SCF is not in the money resulting in a loss for you.

TO BE COMPLETED BY FUTURES BROKER'S REPRESENTATIVE ("FBR")				
Code	Products	Commission (RM) [a]	Derivatives Fees (RM)* [b]	Total Charges (RM) [a + b]
FKLI	Overnight per half turn		5.00	
	Day / Spread / Scratch trade per half turn		5.00	
FCPO	Overnight per half turn		3.00	
	Day / Spread / Scratch trade per half turn		2.00	
FEPO	Overnight per half turn		3.00	
	Day / Spread / Scratch trade per half turn		2.00	
FGLD	Overnight per half turn		1.00	
	Day / Spread / Scratch trade per half turn		1.00	
FM70	Overnight per half turn		2.00	
	Day / Spread / Scratch trade per half turn		2.00	
F4GM	Overnight per half turn		0.75	
	Day / Spread / Scratch trade per half turn		0.75	

Tick for Online Discount, Amount : RM _____

* Clearing and Exchange fees may be varied from time to time by the Exchange.

Additional Information

How do I know the Applicant/ Name of Introducer : _____

No. of years I have known the Applicant : _____ years

Other relevant information : _____

I hereby

- request CGS-CIMB Futures Sdn Bhd ("the Broker") to allow the Applicant to open a trading waccount with the Broker.
- agree to allow the Applicant to use the Electronic Trading Facilities. I confirm that the Applicant has the knowledge of the process of entering orders through the Electronic Trading Facilities, the Laws and Rules in relation to trading on the market.
- confirm that the information given by me above is true and I have not withheld any information which might prejudice this application; where the Applicant is unable to read and understand the provisions (including the rights, covenants, undertakings and obligations of the Applicant) as contained in the application form, I have distinctly, clearly and audibly translated the same for the Applicant into the..... language / dialect which is the language / dialect understood by the Applicant, and the Applicant has appeared to clearly understand the same.
- confirm that the signature on the Account Application Form, Electronic Trading Facilities Supplemental Terms and Conditions of Trading and Risk Disclosure Statement is that of the Applicant and I am aware that the Applicant is required to comply with all the terms and conditions accompanying this Account Application Form which the Broker may vary from time to time at its absolute discretion.
- undertake to indemnify the Broker against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered or which the Broker may incur or suffer in relation to the Broker opening the account of this Applicant and the subsequent operation thereof and in connection with the provision of services and Electronic Trading Facilities by the Broker to the Applicant (applicable to commissioned FBR only).

FBR's Signature

Date :

Name :

FOR OFFICE USE ONLY

Client Services Department

Existing Client, Account No.: _____

Conventional Futures Broking Shariah-Compliant Futures Broking ("SCF")

Reviewed by : _____ Date : _____

Approved by : _____ Date : _____

Risk Profile : Low Medium High Approved by: _____

Remarks : _____

Account Opening : -

Account No. : (Conventional) _____ (SCF) _____

Approved by : _____ Date : _____

Keyed in by : _____ Date : _____

Reviewed by : _____ Date : _____

Electronic Trading Facilities : -

User ID : _____

Updated by : _____ Date : _____

Checked by : _____ Date : _____

Remarks : _____

Compliance

Reviewed by : _____ Date : _____