

CLAUSE	EXISTING TERMS	CLAUSE	AMENDED TERMS
	<p>DEFINITIONS</p> <p>In this Agreement, the following expressions shall have the meanings set out hereunder:</p> <p>“Account Application Form” means the application form(s) by which the Client applies to open one or more accounts with the Broker.</p> <p>“the Act” means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and reenactments thereof in force as may be made at any time and from time to time.</p> <p>“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.</p> <p>“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.</p> <p>“the 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.</p> <p>“Bursa Derivatives” means Bursa Malaysia Derivatives Berhad.</p> <p>“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.</p> <p>“CGI Group” means China Galaxy International Financial Holdings Limited and its related corporations (as defined in the Companies Act 2016).</p> <p>“CIMB Group” means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act, 2016).</p>		<p>DEFINITIONS</p> <p>In this Agreement, the following expressions shall have the meanings set out hereunder:</p> <p>“Account Application Form” means the application form(s) by which the Client applies to open one or more accounts with the Broker.</p> <p>“the Act” means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and reenactments thereof in force as may be made at any time and from time to time.</p> <p>“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.</p> <p>“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.</p> <p>“the 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.</p> <p>“Bursa Clearing” means Bursa Malaysia Derivatives Clearing Berhad.</p> <p>“Bursa Derivatives” means Bursa Malaysia Derivatives Berhad.</p> <p>“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.</p> <p>“CGI Group” means China Galaxy International Financial Holdings Limited and its related corporations (as defined in the Companies Act 2016).</p> <p>“CIMB Group” means CIMB Group Sdn Bhd and its related corporations (as defined in the Companies Act, 2016).</p>

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	<p>“the Clearing House” means any trading in futures contract which will be cleared through a clearing house as may be appointed by Bursa Derivatives from time to time.</p> <p>“clearing organization” means the Clearing House and or any other clearing organizations that clear and settle futures contract.</p> <p>“the Client” means the account holder whose name and address appear in the Account Application Form.</p> <p>“the Exchange” means Bursa Derivatives and any other recognized futures exchange.</p> <p>“futures contract” has the meaning given in Section 2 of the Act.</p>		<p>“the Clearing House” means any trading in futures contract which will be cleared through a clearing house as may be appointed by Bursa Derivatives from time to time.</p> <p>“clearing organization” means the Clearing House and or any other clearing organizations that clear and settle futures contract.</p> <p>“the Client” means the account holder whose name and address appear in the Account Application Form.</p> <p>“the Exchange” means Bursa Derivatives and any other recognized futures exchange.</p> <p>“futures contract” has the meaning given in Section 2 of the Act.</p> <p><u>“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.</u></p>
5.	<p>DEPOSITS & MARGINS</p> <p>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:</p> <p>(a) that the Client’s liability in respect of margin calls is not limited to the Deposit Amount;</p> <p>(b) that upon a call being made by the Broker for payment of a further 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 payment and/or deposit with the Broker and do all such acts and things and execute all such instruments and documents pursuant to the call made by the Broker;</p>	5.	<p>DEPOSITS & MARGINS</p> <p>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:</p> <p>(a) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;</p> <p>(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;</p> <p>(c) that the Client’s liability in respect of margin calls is not limited to the Deposit Amount;</p>

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5.	<p>(c) that the time for payment of margins is of the essence and if no time is stipulated by the Broker prior to calling a margin then the Client is required to comply before the start of trading on the following day;</p> <p>(d) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;</p> <p>(e) 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;</p> <p>(f) that the Broker may deem one hour a reasonable time to comply with a demand for payment of margins; and</p> <p>(g) 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.</p>	5.	<p>(ed) that upon a call being made by the Broker for payment of a further <u>additional</u> 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 <u>as may be requested by the Broker</u> pursuant to the call made by the Broker;</p> <p>(ee) that the time for payment of margins is of the essence and if no time is stipulated by the Broker prior to calling a margin then the Client is required to comply before the start of trading on the following day <u>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</u></p> <p>(f) that the Broker may deem one hour a reasonable time to comply with a demand for payment of margins; and</p> <p>(ef) 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.</p>
7.	<p>EVENTS OF DEFAULT</p> <p>If :</p> <p>(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;</p>	7.	<p>EVENTS OF DEFAULT</p> <p>If :</p> <p>(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;</p>

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7.	<p>(b) any guarantee of or security for the Client's obligations is, without the consent of the Broker, withdrawn or becomes defective or insufficient;</p> <p>(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;</p> <p>(d) 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;</p> <p>(e) 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;</p> <p>(f) 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</p> <p>(g) 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);</p> <p>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: -</p>	7.	<p>(b) any guarantee of or security for the Client's obligations is, without the consent of the Broker, withdrawn or becomes defective or insufficient;</p> <p>(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;</p> <p><u>(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;</u></p> <p>(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;</p> <p>(e) 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;</p> <p>(f) 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</p> <p>(g) 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);</p> <p>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: -</p>

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7.	<p>(i) close out, exercise or leave it to expiry any / all futures contract not yet exercised;</p> <p>(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;</p> <p>(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;</p> <p>(iv) exercise any other power or right which it may have under this Agreement or in law or equity; and</p> <p>(v) terminate this Agreement forthwith.</p> <p>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.</p> <p>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.</p>	7.	<p>(i) close out, exercise or leave it to expiry any / all futures contract not yet exercised;</p> <p>(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;</p> <p>(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;</p> <p>(iv) exercise any other power or right which it may have under this Agreement or in law or equity; and</p> <p>(v) terminate this Agreement forthwith.</p> <p>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.</p> <p>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.</p>

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16A.	None	<u>16A.</u>	<p><u>PHYSICALLY DELIVERED CONTRACTS</u></p> <p><u>Where settlement of a futures contract is by physical delivery of the underlying interest of the futures contract, the Client acknowledges and agrees:</u></p> <p><u>(a) to comply with the rules of the Exchange and the Clearing House, whether the rules apply directly or indirectly to the Client;</u></p> <p><u>(b) where the Client is a buyer, the Client's obligation under the futures contract is to take delivery and make payment; and</u></p> <p><u>(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.</u></p>
16.	<p>BURSA DERIVATIVES' CRUDE PALM OIL ("CPO") FUTURES</p> <p>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 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:</p> <p>(a) The parties agree that a spot month CPO 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 first tradeable contract month" for CPO futures contract.</p> <p>(b) The Client who is successful in the tender of a CPO futures contract, as determined by the Clearing House, shall pay the tendering proceeds together with the tender fee charged by the Clearing House 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 the Clearing House determines that the Client has been allocated the tender" for a CPO futures contract.</p>	16.	<p>BURSA DERIVATIVES' CRUDE PALM OIL ("CPO") FUTURES</p> <p>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 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:</p> <p>(a) The parties agree that a spot month CPO 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 first tradeable contract month, <u>nearest month a futures contract may become deliverable</u>" for CPO futures contract.</p> <p>(b) The Client who is successful in the tender of a CPO futures contract, as determined by the Bursa Clearing House, shall pay the tendering proceeds together with the tender fee charged by the Bursa Clearing House 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 the Bursa Clearing House determines that the Client has been allocated the tender" for a CPO futures contract.</p>

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16.	<p>(c) With respect to the Client who is a buyer, the negotiable storage receipt (“NSR”) 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 :</p> <p>(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</p> <p>(ii) the NSR 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 NSR 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 the Clearing House. In the event that the proceeds from the sale of the NSR is insufficient to settle the amount payable or paid by the Broker to the Clearing House, the Client hereby agrees to indemnify the Broker in full and shall be liable to pay for such shortfall to the Broker.</p> <p>(d) With respect to the Client who is a seller:-</p> <p>(i) the Client who wishes to have CPO appraised for possible delivery to the market shall deliver the CPO to a port tank installation;</p> <p>(ii) upon a request by the Client, the port tank installation owner shall arrange for the CPO to be appraised in accordance with the procedures laid down by Bursa Derivatives from time to time;</p>	16.	<p>(c) With respect to the Client who is a buyer, the <u>electronic</u> negotiable storage receipt (“<u>e</u>NSR”) 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:-</p> <p>(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</p> <p>(ii) the <u>e</u>NSR 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 <u>e</u>NSR 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 the<u>Bursa</u> Clearing House. In the event that the proceeds from the sale of the <u>e</u>NSR is insufficient to settle the amount payable or paid by the Broker to the<u>Bursa</u> Clearing House, the Client hereby agrees to indemnify the Broker in full and shall be liable to pay for such shortfall to the Broker.</p> <p>(d) With respect to the Client who is a seller:-</p> <p>(i) the Client who wishes to have CPO appraised for possible delivery to the market shall deliver the CPO to a port tank installation;</p> <p>(ii) upon a request by the Client, the port tank installation owner shall arrange for the CPO to be appraised in accordance with the procedures laid down by Bursa Derivatives from time to time;</p>

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16.	<p>(iii) once the CPO has been appraised, the port tank installation owner shall issue a NSR in the form approved by Bursa Derivatives from time to time, for all deliverable CPO. The NSR shall state the name of the port tank installation owner, the date of appraisal and whether the appraised CPO meets the requirements of the Exchange's specifications with respect to delivery. Each lot of twenty-five (25) metric tons of CPO shall bear a separate NSR;</p> <p>(iv) in the event that the Client fails to deliver the NSR 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 NSR), as charged by the Clearing House.</p> <p>The Client further agrees and acknowledges that in relation to all trading in CPO futures contract on the futures market of Bursa Derivatives on behalf of the Client or pursuant to the Client's instructions and all contracts registered by the Broker with the Clearing House relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against Bursa Derivatives, the Clearing House 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.</p>	16.	<p>(iii) once the CPO has been appraised, the port tank installation owner shall issue a <u>e</u>NSR in the form approved by Bursa Derivatives from time to time, for all deliverable CPO. The <u>e</u>NSR shall state the name of the port tank installation owner, the date of appraisal and whether the appraised CPO meets the requirements of the Exchange's specifications with respect to delivery. Each lot of twenty-five (25) metric tons of CPO shall bear a separate <u>e</u>NSR;</p> <p>(iv) in the event that the Client fails to deliver the <u>e</u>NSR 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 <u>e</u>NSR), as charged by the Bursa Clearing House.</p> <p>The Client further agrees and acknowledges that in relation to all trading in CPO futures contract on the futures market of Bursa Derivatives on behalf of the Client or pursuant to the Client's instructions and all <u>futures</u> contracts registered by the Broker with the Bursa Clearing House relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against Bursa Derivatives, the Bursa Clearing House 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.</p>
17.	None	17.	<p><u>BURSA DERIVATIVES' 5-YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMG5") FUTURES</u></p> <p><u>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' FMG5 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:</u></p> <p><u>(a) The parties agree that a spot month FMG5 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 FMG5 futures contract.</u></p>

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17.		17.	<p><u>(b) With respect to any open contracts:-</u></p> <p><u>(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;</u></p> <p><u>(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;</u></p> <p><u>(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;</u></p> <p><u>(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</u></p> <p><u>(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;</u></p> <p><u>(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</u></p>

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17.		17.	<p><u>(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.</u></p>