

**APPLICATION FOR FUTURES AND OPTIONS TRADING IN SPECIFIED EXCHANGES**

Name of Client : \_\_\_\_\_ Trading A/C. No. : \_\_\_\_\_

1. I wish to trade in futures and options contracts of exchanges that operate futures market outside Malaysia ("Specified Exchanges") using my trading account(s) maintained with CGS-CIMB Futures Sdn Bhd ("the Broker").
2. In connection with my request, I hereby undertake and agree at all times to abide by the following terms and conditions:
  - 2.1 the terms and conditions contained herein are in addition and supplemental to the Terms and Conditions of Trading and Client Agreement ("Original Terms") between me with the Broker and the additional terms and conditions are to be read and construed with the Original Terms currently enforced.
  - 2.2 all transactions entered shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations ("Rules") of the relevant Specified Exchanges, and its clearing organization where the transactions are executed or cleared by the Broker or its agents or any of its Affiliates for my account(s). Accordingly, the Broker or its agents or any of its Affiliates may be required to provide information relating to my account(s). the Broker shall not be liable to me as a result of any action taken by the Broker or its agents or any of its Affiliates to comply with any such Rules of the relevant Specified Exchange.
  - 2.3 the officers, employees, dealers or representatives of the Broker are irrevocably authorized to furnish all information in relation to or arising from or in connection with my account(s) to Bursa Malaysia Derivatives Berhad or such other authority having jurisdiction over the Broker or its Affiliates or to any other body or authority to whom the Broker or its Affiliates is associated with at any time and from time to time inclusive foreign authorities as a result of my trading in Specified Exchanges.

For purposes of this terms and conditions to trade in Specified Exchanges, "Affiliates" shall bear the same meaning as defined in the Original Terms.

- 2.4 that I shall be bound by any other terms and conditions of agreements executed between the Broker and its foreign counter party(ies) in relation to services rendered to facilitate my trading in Specified Exchanges.
  - 2.5 transactions on markets in foreign jurisdictions may expose me to additional risk. Such market may be subject to regulation, which may offer different or diminished investor protection. Domestic regulatory authorities may be unable to compel the enforcement of the rules or regulatory authorities or markets in other jurisdictions where my transactions have been effected. I understand the nature and risks associated with trading in Specified Exchanges and that I shall assume full responsibilities for all the transactions executed in the account(s).
  - 2.6 that the Broker may, at any time in its sole and absolute discretion, impose upon me any position or transaction limits, or any trading or transaction restrictions.
  - 2.7 I authorize the Broker to perform foreign currency conversion from any excess funds in my trading account(s) at the Broker's discretion on my behalf and without further reference to me if my account(s) shows any foreign currency shortfall.
  - 2.8 markets in Specified Exchanges could be volatile and may be conducted when banking services are not available for me to meet margin call which is due and payable within one (1) hour of the said margin call. I authorize the Broker to liquidate at the Broker's discretion all or part of my position(s) if the net equity in my account falls below 30% of the required margin or at any level which may be prescribed by the Broker from time to time.
  - 2.9 I shall indemnify you and keep you indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by you directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the trading account(s) for trading in Specified Exchanges or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.
3. I shall at all times comply with the foreign exchange control laws including but not limited to the Foreign Exchange Notices of Bank Negara Malaysia ("BNM FEN") and obtain all the necessary approvals and/or registrations required in relation to, including but not limited to, Bank Negara Malaysia or any other relevant authorities.
  4. I further declare and affirm as follows :
    - 4.1 I have not been adjudged a bankrupt and there is no pending bankruptcy proceedings against me as at the date hereof.
    - 4.2 As defined under the BNM FEN #,  
  
\*  I am a **resident** of Malaysia. Enclosed herewith is a copy of the Declaration of Investment in Foreign Currency Asset by Resident.  
  
\*  I am a **non-resident** of Malaysia.

4.3 I make this declaration in full knowledge and awareness of the reliance placed by the Broker on such declaration as a basis for investment in foreign currency assets on my behalf.

4.4 I undertake to notify the Broker immediately in writing of any changes of the declaration given herein.

I hereby acknowledge that I have received and understood the above terms and conditions of trading and agree to abide by them.

\_\_\_\_\_

Signature of Applicant

Name: \_\_\_\_\_

Date : \_\_\_\_\_

NRIC No. : \_\_\_\_\_

Applicable to Electronic Trading Facilities

Preferred User ID (min 6, max 8 characters) : \_\_\_\_\_

Email : \_\_\_\_\_

*\* Please tick whichever is appropriate*

*# Information on BNM FEN can be obtained from [http://www. https://www.bnm.gov.my/fep](http://www.bnm.gov.my/fep)*

**FOR OFFICE USE ONLY**

**FUTURES BROKER'S REPRESENTATIVE**

Acknowledged : \_\_\_\_\_

& Accepted by (Signature of FBR & Date)

Name of FBR : \_\_\_\_\_

Commission :  Table AA  Table BB

Table CC  Customized rate as attached

**CREDIT MANAGEMENT DEPARTMENT**

Electronic Trading Facilities granted w.e.f. \_\_\_\_\_

Signature Verified by/Date : \_\_\_\_\_

Approved by/Date : \_\_\_\_\_

Limit maintained by/Date : \_\_\_\_\_

**CLIENT SERVICES DEPARTMENT**

Data Entry by/Date: \_\_\_\_\_

Checked by/Date : \_\_\_\_\_

## Declaration of Investment in Foreign Currency Asset by Resident

(This Declaration by Resident is mandatory and must be completed for foreign currency asset under the Foreign Exchange Notices as set out below).

I hereby declare that for foreign exchange notices purposes:

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Tick      Signature

Currently I do NOT have any domestic Ringgit borrowing/financing<sup>i</sup>.

\*For foreign currency asset offshore<sup>ii</sup> and foreign currency asset onshore<sup>iv</sup>- out of a joint account opened/maintained by two or more individuals, the applicant is required to declare for or on behalf of other joint account holder(s). The applicant is required to declare its compliance with the applicable threshold below in the event any one of the joint account holders has domestic Ringgit borrowing/financing.

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Tick      Signature

Currently I have domestic Ringgit borrowing/financing and hereby confirm that my total foreign currency asset offshore<sup>i</sup> and foreign currency asset onshore<sup>iv</sup> including Demand Draft ("DD") /Telegraphic Transfer ("TT") / Dual Currency Investment ("DCI") / Foreign Currency Account ("FCA")/ Foreign Currency ("FC") Fixed Deposit/ FC denominated Structured Investment/ any FC denominated deposits or investments application complies with the following thresholds:

	<b>Applicable Threshold</b>
	<b>For resident<sup>v</sup> individual, sole proprietorship and a general partnership</b>
<b>Source of the fund for foreign currency asset including DD/TT/ DCI/ FCA/ FC Fixed Deposit/ FC denominated Structured Investment/any FC denominated deposits or investments</b>	Up to RM1 million equivalents <sup>@</sup> per calendar year using funds sourced from the aggregate of: <ul style="list-style-type: none"> <li>• conversion of Ringgit into Foreign Currency;</li> <li>• Trade FCA; and</li> <li>• swapping of Ringgit-denominated financial assets in Malaysia for a financial asset outside Malaysia.</li> </ul> @Computed in aggregate based on Resident Individual, sole proprietorship and General Partnership's investment in Foreign Currency Asset.

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Tick      Signature

Currently I have domestic Ringgit borrowing/financing and my/our total foreign currency asset (including DD/TT/ DCI/ FCA/ FC Fixed Deposit/ FC denominated Structured Investment/any FC denominated deposits or investments application) exceeds the above applicable threshold.

I hereby provide you with the relevant approval letter from Bank Negara Malaysia ("**BNM**") to effect the DD/TT/ DCI/ FCA/ FC Fixed Deposit/ FC denominated Structured Investment/ any FC denominated deposits or investments application<sup>#</sup>. I understand that CGS-CIMB Futures Sdn Bhd may decline or delay any foreign currency asset that does not fulfil any conditions set in BNM's approval letter.

I further undertake to seek specific approval from BNM in the event my foreign currency asset offshore exceed the limits set out above and I further undertake to promptly deliver to CGS-CIMB Futures Sdn. Bhd. a copy of the specific approval duly granted to me by BNM.

I further declare that CGS-CIMB Futures Sdn. Bhd. is not responsible to advise the Applicant of:

- Any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. Applicant is strongly advised to make his own inquiries.
- Any charges which may be imposed by overseas bank and shall not liable if such information cannot be provided.

I make this declaration in full knowledge and awareness of reliance placed by CGS-CIMB Futures Sdn. Bhd. on such declaration as a basis to undertake any foreign currency asset on my behalf.

I undertake to notify CGS-CIMB Futures Sdn. Bhd. immediately in writing of any changes in the declaration given herein.

**Signature of Applicant**

Name:

NRIC/Passport No.:

Designation:

Date (Mandatory):

#Acknowledgement Receipt of the BNM's Approval Letter

Officer / Relationship Manager

Date:

### **Definition for Foreign Currency Asset by Resident**

- i. "Domestic Ringgit Borrowing/financing" means:
- (a) any Borrowing/financing in Ringgit obtained by a Resident from another Resident; or
  - (b) any obligation considered or deemed as Domestic Ringgit Borrowing/financing under any of the FE Notices.

Note:

For purposes of determining the Domestic Ringgit Borrowing/financing status of a Resident Entity—

- (a) the Resident Entity is deemed to have a Domestic Ringgit Borrowing/financing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing/financing; and
  - (b) the following shall not be considered as Domestic Ringgit Borrowing/financing—
    - (i) a Borrowing/financing obtained from another Resident Entity with Parent-Subsidiary Relationship;
    - (ii) a Borrowing/financing obtained from its Direct Shareholder; or
    - (iii) any facility including credit facility or financing facility which is used for Sundry Expenses or Employees' Expenses only.
- "Sundry Expenses" refers to small and infrequent expenses for office supplies (e.g. stationaries), ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operation.
- "Employees' Expenses" refers to business-related expenses which may include, but not limited to, travel (e.g. lodging and transportation), entertainment, health, insurance, takaful and other employees' expenses, excluding investment.
- "Borrowing/financing" refers to the definition of "Borrowing/financing" below.

"Borrowing/financing" means

- (a) any utilised or unutilised credit facility or financing facility;
- (b) any utilised or unutilised trade financing facility, including but not limited to, trade guarantee or guarantee for payment of goods;
- (c) redeemable preference share or Islamic redeemable preference share; or
- (d) Corporate Bond or Sukuk.

Notwithstanding the above, the following are excluded from the definition of Borrowing/financing—

- i. a trade credit term extended by a supplier for any goods or services;
- ii. a credit limit that a Licensed Onshore Bank ("LOB") apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves—
  - (A) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
  - (B) exchanging of Foreign Currency debt for a Ringgit debt;
- iii. a Financial Guarantee or Non-Financial Guarantee;
- iv. an operational leasing facility;
- v. a factoring facility without recourse;
- vi. a credit card or charge card facility obtained by an Individual from a Resident and used for payment for retail goods or services only; or
- vii. a credit facility or financing facility obtained by a Resident Individual from a Resident to purchase one (1) residential property and one (1) vehicle.

Note: For clarity purposes, the transactions in paragraphs (ii)(A) and (ii)(B) shall be considered as Borrowing/financing.

ii. "Foreign Currency Asset Offshore" means –

- (a) a financial asset in Malaysia swapped for a financial asset in a Labuan Entity or outside Malaysia;
- (b) Foreign Currency Borrowing/financing given to a Non-Resident;
- (c) working capital arising from the set up of any business arrangement outside Malaysia (including a joint venture project where no Entity is created or established);
- (d) deposit in a Foreign Currency Account maintained with a Labuan Entity or outside Malaysia excluding reasonable amount of deposit for education, employment or migration outside Malaysia; or
- (e) Foreign Currency-denominated—
  - i. asset (tangible or intangible) offered by a Non-Resident or any person whose residency cannot be determined;
  - ii. asset (tangible or intangible) in or maintained with a Labuan Entity, or outside Malaysia;
  - iii. Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment offered on a Specified Exchange under the CMSA outside Malaysia undertaken by a Resident through a Resident futures broker; or
  - iv. Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment issued or offered by a Non-Resident.

- iii. "Direct Investment Abroad" means –
- (a) an investment in Foreign Currency Asset Offshore by a Resident resulting in at least 10% equity ownership or control of a Non-Resident Entity outside Malaysia or a Labuan Entity;
  - (b) an inter-company lending by a Resident Entity to a Non- Resident Entity within the Resident Entity's Group where the Non-Resident Entity is outside Malaysia or a Labuan Entity; or
  - (c) a capital expenditure by a Resident investor in an unincorporated Entity outside Malaysia or a project outside Malaysia by an agreement with no establishment created, where the Resident investor—
    - i. contributes capital of at least 10% of the cost of the project;
    - ii. is entitled to at least 10% of profits from the unincorporated Entity or project; or
    - iii. has management control of the unincorporated Entity or project.

- iv. "Foreign currency asset onshore" means
- (a) Foreign Currency-denominated securities or Islamic securities offered in Malaysia by a Resident as approved in writing by the Bank;
  - (b) Foreign Currency-denominated Financial Instrument or Islamic Financial Instrument offered in Malaysia by a Resident as approved in writing by the Bank excluding a derivative or Islamic derivative transaction entered with Firm Commitment;
  - (c) Deposit in Investment FCA with a LOB or an approved Financial Institution as specified in Notice 3; or
  - (d) Any instrument offered by a LOB with Foreign Currency delivery at maturity<sup>2</sup>.

<sup>2</sup> Such as dual-currency investment.

- v. "Resident" means –
- (a) a citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
  - (b) a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
  - (c) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
  - (d) an unincorporated body registered with or approved by any authority in Malaysia; or
  - (e) The Government or any state Government.

- vi. "Foreign Currency Asset" means Foreign Currency Asset Offshore and Foreign Currency Asset Onshore.

**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

(Rev. October 2021)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury  
Internal Revenue Service

► Go to [www.irs.gov/FormW8BEN](http://www.irs.gov/FormW8BEN) for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- You are a person acting as an intermediary . . . . . W-8IMY

**Note:** If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

**Part I Identification of Beneficial Owner** (see instructions)

<b>1</b> Name of individual who is the beneficial owner		<b>2</b> Country of citizenship
<b>3</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>		
City or town, state or province. Include postal code where appropriate.		Country
<b>4</b> Mailing address (if different from above)		
City or town, state or province. Include postal code where appropriate.		Country
<b>5</b> U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		
<b>6a</b> Foreign tax identifying number (see instructions)	<b>6b</b> Check if FTIN not legally required . . . . . <input type="checkbox"/>	
<b>7</b> Reference number(s) (see instructions)	<b>8</b> Date of birth (MM-DD-YYYY) (see instructions)	

**Part II Claim of Tax Treaty Benefits** (for chapter 3 purposes only) (see instructions)

**9** I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part III Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here** ▶

I certify that I have the capacity to sign for the person identified on line 1 of this form.

\_\_\_\_\_  
Signature of beneficial owner (or individual authorized to sign for beneficial owner)

\_\_\_\_\_  
Date (MM-DD-YYYY)

\_\_\_\_\_  
Print name of signer