

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

Name of Client : \_\_\_\_\_

Trading A/C. No. : \_\_\_\_\_

1. I/We wish to trade in futures and options contracts of exchanges that operate futures market outside Malaysia ("Specified Exchanges") using my/our trading account(s) maintained with CGS-CIMB Futures Sdn Bhd ("the Broker").
2. In connection with my/our request, I/we 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/us 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/our account(s). Accordingly, the Broker or its agents or any of its Affiliates may be required to provide information relating to my/our account(s). the Broker shall not be liable to me/us 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/our 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/our 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/we 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/our trading in Specified Exchanges.
  - 2.5 transactions on markets in foreign jurisdictions may expose me/us 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/our transactions have been effected. I/We understand the nature and risks associated with trading in Specified Exchanges and that I/we 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/us any position or transaction limits, or any trading or transaction restrictions.
  - 2.7 I/we authorize the Broker to perform foreign currency conversion from any excess funds in my/our trading account(s) at the Broker's discretion on my/our behalf and without further reference to me/us if my/our 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/us to meet margin call which is due and payable within one (1) hour of the said margin call. I/We authorize the Broker to liquidate at the Broker's discretion all or part of my/our position(s) if the net equity in my/our 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/we 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/we shall at all times comply with the foreign exchange control laws including but not limited to the Foreign Exchange Administration Rules of Bank Negara Malaysia ("BNM FEA") 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/we further declare and affirm as follows :

**4.1 Individual**

I have not been adjudged a bankrupt and there is no pending bankruptcy proceedings against me as at the date hereof.

Corporate

- (a) No resolution for the winding up of the company has been proposed or passed and the company has not wound up and no winding up petition has been presented against the company.
- (b) No receiving and/or adjudication order has been made against the company and neither any winding up proceedings have been commenced or instituted against the company which is still pending or subsisting nor has any resolution ever been passed for the winding up of the company.

4.2 As defined under the BNM FEA #,

(a) \*  I/we am/are a **resident** of Malaysia. Enclosed herewith is a copy of the Declaration by Resident on Investment Abroad and Investment in Foreign Currency Asset Onshore.

(b) \*  I/we am/are a **non-resident** of Malaysia.

4.3 I/we 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/our behalf.

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

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

\_\_\_\_\_  
Signature of Applicant / Authorised Signatory(ies)  
(Corporate Client: Please affix company common seal or rubber stamp)

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

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

NRIC No. /Business Registration No. : \_\_\_\_\_

Applicable to Electronic Trading Facilities

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

\* Please tick whichever is appropriate

# Information on BNM FEA can be obtained from <http://www.bnm.gov.my/fxadmin>

**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 CONTROL**

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

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

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

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

**CLIENT ACCOUNT MANAGEMENT**

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

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

**DECLARATION BY RESIDENT ON INVESTMENT ABROAD AND INVESTMENT IN FOREIGN CURRENCY ASSET ONSHORE**

(This Declaration is mandatory and must be completed for investment abroad and investment in foreign currency asset onshore under the Foreign Exchange Administration Rules as set out below).

I/We hereby declare that for foreign exchange administration purposes [To tick and sign on the relevant box as declaration]:-

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Tick Signature

Currently I/we\* hereby declare that I/we do not have any domestic Ringgit borrowing/financing<sup>i</sup>.

\*For an investment abroad<sup>ii</sup> and investment in foreign currency asset onshore<sup>iv</sup> out of a joint account opened/maintained by two or more individuals, the applicant/customer is required to declare for or on behalf of other joint account holder(s). The applicant/customer 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/we have domestic Ringgit borrowing/financing and hereby confirm that my/our total investment abroad and investment in foreign currency asset onshore 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:

	Applicable Threshold	
	<i>For a resident<sup>v</sup> individual, a sole proprietor or a general partnership</i>	<i>For a resident entity</i>
<b>Source of the fund for <u>investment abroad and investment in foreign currency asset onshore</u> including DD/TT/ DCI/ FCA/ FC Fixed Deposit/ FC denominated Structured Investment/any FC denominated deposits or investments</b>	<p>(1) Up to RM10 million equivalent of foreign currency borrowing from a licensed onshore bank or a non-resident</p> <p>(2) Up to RM1 million equivalent<sup>@</sup> in aggregate per calendar year using funds from:</p> <ul style="list-style-type: none"> <li>- Conversion of ringgit</li> <li>- Swapping of financial assets</li> <li>- Transfer from Trade FCA</li> </ul> <p><sup>@</sup> This is applicable to resident individual, sole proprietor or general partnership with domestic ringgit borrowing only.</p>	<p>(1) Up to the amount of</p> <ul style="list-style-type: none"> <li>- approved foreign currency borrowing from non-resident</li> <li>- foreign currency sourced from Initial Public Offering on the Main Market of Bursa Malaysia</li> </ul> <p>(2) Up to RM50 million equivalent<sup>%</sup> in aggregate, per calendar year on a corporate group basis from:</p> <ul style="list-style-type: none"> <li>- Conversion of ringgit</li> <li>- Foreign currency borrowing from a licensed onshore bank for purposes other than direct investment abroad<sup>iii</sup></li> <li>- Swapping of financial assets</li> <li>- Transfer from Trade FCA</li> </ul> <p><sup>%</sup>This is applicable to resident entities with domestic ringgit borrowing only.</p>

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Tick Signature

Currently I/we have domestic Ringgit borrowing/financing and my/our total investment abroad and investment in foreign currency asset onshore (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/We 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/We understand that the CGS-CIMB Futures Sdn Bhd ("the Broker") may decline or delay any investment abroad and investment in foreign currency asset onshore that does not fulfil any conditions set in BNM's approval letter.

I/We further declare that the Broker is not responsible to advise the Applicant/Customer 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/Customer 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/We make this declaration in full knowledge and awareness of reliance placed by the Broker on such declaration as a basis to undertake any investment abroad and investment in foreign currency asset onshore on my /our behalf.

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

# Acknowledgement Receipt of the  
BNM's Approval Letter

Officer / Relationship  
Manager Date:

**Applicant/Customer's Authorised Signatory(ies)**

Name:

NRIC:

Designation:

Company Seal / Stamp

Date:

- i. "Domestic Ringgit Borrowing/financing" means borrowing/financing in Ringgit obtained by a resident from another resident. For a resident entity, the borrowing/financing shall exclude borrowing/financing from another resident entity within its group of entities with parent-subsidiary relationship.
- Borrowing/financing means any credit facility, financing facility, trade guarantee or guarantee for payment of goods, redeemable preference share, Islamic redeemable preference share, private debt security or Islamic debt security *other than*:-
- (a) trade credit terms extended by a supplier for all types of good or services;
  - (b) forward contract with a licensed onshore bank excluding a contract that involves the exchanging or swapping of Ringgit or foreign currency debt obligation with another foreign currency debt obligation or the exchanging or swapping of foreign currency debt obligation with a Ringgit debt obligation;
  - (c) performance guarantee or financial guarantee;
  - (d) operational leasing facility;
  - (e) factoring facility without recourse;
  - (f) a credit facility or financing facility obtained by a resident individual from a resident to purchase one residential property and one vehicle;
  - (g) credit card and charge card facility obtained by a resident individual from a resident.
- ii. "Investment Abroad" means –
- (a) making of any payment for
    - (i) purchase of foreign currency-denominated asset in Malaysia offered by a non-resident, including Labuan entity;
    - (ii) purchase of foreign currency-denominated asset offered outside Malaysia;
    - (iii) lending/financing in foreign currency to a non-resident;
    - (iv) administrative expenses, working capital arising from the set up of any business arrangement, including a joint venture project where no entity is created or established, outside Malaysia;
    - (v) purchase of foreign currency-denominated financial instrument or Islamic financial instrument without firm commitment, other than exchange rate derivative, offered on an overseas Specified Exchange under the Capital Markets and Services Act 2007 (Act 671) undertaken by a resident through a resident futures broker; or
    - (vi) placement into foreign currency account overseas other than for education or employment abroad; or
  - (b) swapping of a financial asset in Malaysia for a financial asset outside Malaysia.
- iii. "Direct Investment Abroad" means –
- (a) investment abroad resulting in at least 10% equity ownership or control of a non-resident entity;
  - (b) inter-company lending to a non-resident entity within its group of entities; or
  - (c) capital expenditure in unincorporated entities or projects by agreement with no establishment created, where a resident investor –
    - (i) contributes capital of at least 10% of project cost;
    - (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. "Investment in foreign currency asset onshore" means making of any payment in Malaysia for-
- (a) purchase of foreign currency denominated security or Islamic security offered in Malaysia by a resident as approved by the Bank;
  - (b) purchase of foreign currency-denominated financial instrument or Islamic financial instrument offered in Malaysia by a resident as approved by the Bank; or
  - (c) placement into foreign currency account with a licensed onshore bank other than placement for investment abroad.
- 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.

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

(Rev. July 2017)

Department of the Treasury  
Internal Revenue Service

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

OMB No. 1545-1621

**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 U.S. (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 (i.e., 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)**

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 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	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 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 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,
- The income to which this form relates is:
  - (a) not effectively connected with the conduct of a trade or business in the United States,
  - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  - (c) the partner's share of a partnership's effectively connected income,
- 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** ▶

\_\_\_\_\_  
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

\_\_\_\_\_  
Print name of signer Capacity in which acting (if form is not signed by beneficial owner)