

**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 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:-

**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 house, governmental or other authority to which a party or the execution and/or clearing of any transactions under the Trading Agreements is subject to;

**CIMB Group** means the Broker and its affiliates and related companies;

**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;

**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 wish 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 covenant 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 acknowledge and agree 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 agree 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 acknowledge that a request to cancel or amend an Electronic Order is only possible before such Electronic Order is executed and the Client agree 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 the CIMB Group.
- 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 agree 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 accept and acknowledge 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 agree and undertake 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 represent and warrant 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(e), 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 acknowledge that the Electronic Trading Facilities is provided on an "as is" basis. The Broker and the CIMB Group 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 acknowledge and agree 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 agree 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 agree and undertake 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; and
- (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 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 confirm 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 agree and acknowledge that these Terms and Conditions shall be for the benefit of the Broker and each and every member of the CIMB Group and can be enforced against the Client by each of the members of the CIMB Group 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.

I/We \_\_\_\_\_, the Client, hereby confirm my/our acceptance of and agreement to the Terms and Conditions of this Supplemental Terms and Conditions of Trading.

.....  
 Authorised Signatory(ies) Date  
 (To affix Company's Rubber Stamp or Common Seal, whichever is applicable for corporate client)

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

NRIC/Passport No. : \_\_\_\_\_ Email : \_\_\_\_\_

Trading Account No. for Electronic Trading Facilities : \_\_\_\_\_

**FOR OFFICE USE ONLY**

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

Trading Account No. for Electronic Trading Facilities : \_\_\_\_\_

**TO BE COMPLETED BY FBR**

I, the undersigned FBR, hereby agree to allow the abovementioned Client to use the Electronic Trading Facilities. I confirm that the Client 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.

I confirm that the signature is that of the Client and I am aware that the Client is required to comply with all the Terms and Conditions of Trading which CIMB Futures Sdn Bhd ("CIMBF") may vary from time to time at its absolute discretion.

I undertake to indemnify CIMBF against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered or which CIMBF may incur or suffer in relation to CIMBF granting the Electronic Trading Facilities to the Client.

.....  
(Signature of FBR)

Name of FBR :

Date :

**TO BE COMPLETED BY CAPITAL MARKET RISK MONITORING**

Signature verified by: \_\_\_\_\_ Date : \_\_\_\_\_

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

Remarks : \_\_\_\_\_

**TO BE COMPLETED BY DATA MANAGEMENT**

Updated by : \_\_\_\_\_ Date : \_\_\_\_\_

User ID : \_\_\_\_\_

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

Remarks : \_\_\_\_\_