



**CIMB Futures Sdn Bhd ( 257674-P)**

*A Trading Participant of Bursa Malaysia Derivatives Berhad*

5th Floor Bangunan CIMB

Jalan Semantan, Damansara Heights

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## INSTRUCTIONS FOR COMPLETION OF THE APPLICATION FORM

1. All information must be completed. Please write using BLOCK LETTERS.
2. The completed Application Form must be returned with certified true copy of the following supporting documents:-

TYPE OF APPLICANT	DOCUMENTS TO BE SUBMITTED
INDIVIDUAL	<ol style="list-style-type: none"> <li>a. NRIC / Passport / Armed Forces or Police Personnel Authority Card of the Applicant (both sides)</li> <li>b. Last 3 months Bank Statement / Latest Payslip / EA Form / Income Tax Return Form of the Applicant</li> <li>c. If applicable, NRIC / Passport / Armed Forces or Police Personnel Authority Card of the Authorised Person (both sides)</li> </ol>
COMPANY INCORPORATED UNDER COMPANIES ACT	<ol style="list-style-type: none"> <li>a. Certificate of Incorporation</li> <li>b. Memorandum and Articles of Association</li> <li>c. Board Resolution</li> <li>d. NRIC / Passport of the Authorised Signatories (both sides)</li> <li>e. Return giving particulars &amp; changes in Directors, Managers &amp; Secretaries</li> <li>f. Forms of Allotment of Shares</li> <li>g. Notice of Situation of Registered Office and of Office Hours and Particulars of Changes</li> <li>h. Last 3 years Audited Accounts</li> </ol>
SOCIETY REGISTERED UNDER THE SOCIETIES ACT OR CO-OPERATIVE ACT	<ol style="list-style-type: none"> <li>a. Certificate of Registration</li> <li>b. Constitution / By-Laws of the Society</li> <li>c. Board / Committee Resolution</li> <li>d. NRIC / Passport of the Authorised Signatories (both sides)</li> <li>e. Last 3 years Audited Accounts</li> </ol>
CORPORATION INCORPORATED BY AN ACT OF PARLIAMENT OR STATE ENACTMENT	<ol style="list-style-type: none"> <li>a. Copy of the Act / Enactment incorporating the said corporation</li> <li>b. Board / Committee Resolution</li> <li>c. NRIC / Passport of the Authorised Signatories (both sides)</li> </ol>

3. CIMB FUTURES SDN BHD reserves the right to reject any application without giving any reasons, if any of the above supporting documents are not enclosed.
4. The Board/Committee's Resolution must state:-
  - a. authorisation to open futures trading account with CIMB FUTURES SDN BHD;
  - b. authorisation to deal in products offered by the exchanges; and
  - c. name, designation, NRIC/Passport number and specimen signature of persons authorised to operate the account including transactions that they may execute.
5. Any amendments made must be legible and countersigned by the applicant/authorised signatory. Form defaced by erasure or any kind of correction fluid may result in the application being rejected.
6. Corporate applicants must affix the common seal or company rubber stamp onto the Application Form.

**ACCOUNT APPLICATION FORM**
**A. CORPORATE DATA**
**(Please tick  where applicable & write using BLOCK LETTERS)**

Company Name

Registered Address (as per registration doc.)

Postcode

Business Address (if differs from above)

Postcode

Date of Incorporation  Registration No.

Country of Incorporation  Malaysia  Others \_\_\_\_\_

Type of Organisation  Private Company  Public Company  Sole Proprietorship/Partnership

Society/Association  Government  Others \_\_\_\_\_

Nature of Business \_\_\_\_\_ Website \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail Address \_\_\_\_\_

Telephone No.  Facsimile No.

Ultimate Holding Company (If applicable) \_\_\_\_\_

**B. FINANCIAL INFORMATION (LATEST AUDITED)**

As At (DD/MM/YYYY)  Total Tangible Assets

Issued/Paid-up Capital  Total Liabilities

Shareholders' Funds  Net Current Assets

Profit After Taxation  Turnover/Sales

**C. SUBSTANTIAL INDIVIDUAL SHAREHOLDERS (5% OR MORE)**

Name and % of Shareholding

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

**D. CREDIT REFERENCE AND BANKING DETAILS**

Bank	Branch	Account Number	Account Type
_____	_____	_____	_____
_____	_____	_____	_____

**E. OTHER INFORMATION**

1. Client is a member of any futures exchange?  Yes. Name of Exchange \_\_\_\_\_  No

2. Client has a futures trading account with another futures broker?  Yes  No  
If yes: Firm \_\_\_\_\_ Account No. \_\_\_\_\_

3. Client has a shares trading account?  Yes  No  
If yes: Firm \_\_\_\_\_ Account No. \_\_\_\_\_

4. Details of Client's investment / trading experience:  
Equities / Bonds / Funds \_\_\_\_\_ year(s)  
Futures / Options / Derivatives \_\_\_\_\_ year(s)

5. Investment / Trading Objectives:  Speculation  Arbitraging  Hedging  Others \_\_\_\_\_

6. Risk Tolerance:  Aggressive  Moderate  Conservative

7. Expected pattern of activities:  
Anticipated funds for futures trading: RM \_\_\_\_\_  
Anticipated number of transactions per month : \_\_\_\_\_

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

9. Send confirmation / statements to:  Business Address  E-mail Address

**F. DETAILS OF MAIN CONTACT PERSONS AUTHORISED TO TRADE AND/OR OPERATE THE ACCOUNT**

Name	Designation	Contact Phone Number	E-mail Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**G. DECLARATION AND AGREEMENT**

We hereby declare that the information given herein, including all documents attached hereto, are true and complete in every respect and do not contain any false or misleading information.

We also acknowledge that we have received and understood the contents of the Client Agreement, Terms and Conditions of Trading, and Risk Disclosure Statement and agree to be bound by them.

\_\_\_\_\_  
Authorised Signatory(ies)

\_\_\_\_\_  
Date

Name :

(Kindly affix Company rubber stamp/common seal)

# CIMB FUTURES SDN BHD

## CLIENT AGREEMENT

### DEFINITIONS

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

“**the Act**” means the Capital Markets and Services Act 2007.

“**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.

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

“**Affiliates**” includes a related corporation (as defined in the Companies Act 1965) of the Broker or a corporation that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control, with the Broker.

“**Bursa Derivatives**” means Bursa Malaysia Derivatives Berhad.

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

“**the Broker**” means 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.

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

“**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.

“**clearing organization**” means the Clearing House and or any other clearing organizations that clear and settle futures contract.

“**the Exchange**” means Bursa Derivatives and any other recognized futures exchange.

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

### 1. APPOINTMENT OF BROKER

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

### 2. APPLICATION OF MONEY & PROPERTY

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

### 3. ACKNOWLEDGMENT

The Client acknowledges that trading in futures contract incurs the possibility of a deficit balance, risk of loss as well as the prospect of profit.

### 4. COMMISSION & FEES

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

### 5. DEPOSITS & MARGINS

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

- (a) that the Client's liability in respect of margin calls is not limited to the Deposit Amount;
- (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 lodgement 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;

- (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;
- (d) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;
- (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;
- (f) that the Broker may deem one hour a reasonable time to comply with a demand for payment of margins; and
- (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.

## 6. FURTHER AGREEMENT

The Client further agrees and acknowledges:

- (a) that the Client and the Broker are bound by the Act, the Capital Markets and Services Regulations 2007 and any instrument issued in accordance with the Act, the business rules and customs, usages and practices of the Exchange, the business rules and the customs, usages and practices of the clearing organization;
- (b) that the Broker will be trading as a principal at all times (and accordingly be liable to the Exchange as such principal) notwithstanding that the Broker will be carrying out the instructions of the Client as the Client's agent. Any benefit or rights accruing to the Broker in relation to its dealings with the Exchange or in relation to any registration of a Futures Contract with the clearing organization is personal to the Broker and need not be passed by the Broker to the Client;
- (c) that in relation to all trading in futures contract on the futures market of the Exchange on behalf of the Client or pursuant to his instructions and all contracts registered by the Broker with the clearing organization relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against the Exchange, the clearing organization or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act;
- (d) that clauses 6(b) and (c) shall not affect any right, entitlement or remedy of the Broker against the Client or vice versa;
- (e) that the Client will promptly obtain and communicate to the Broker all information and deliver or cause to be delivered to the Broker all documents with respect to dealings by the Client in futures contract, which are requested by the Exchange or the clearing organization and also irrevocably authorises the Broker to produce the information or documents to the requesting party;
- (f) that the Client hereby irrevocably and unconditionally authorises the Broker to disclose to the Exchange, clearing organization or any entity who has the authority or power to require disclosure of the same, full details of the Client's positions with the Broker and any other information in relation to the Client with respect to trading futures contract on the Exchange;
- (g) that dealing in futures contract may create an obligation to give or take delivery or make cash settlement in accordance with the terms of trading of such futures contract;
- (h) that the Client has the power and all the requisite approvals to enter into this Agreement with the Broker and to trade in futures contract and that the actions of the persons empowered to act on the Client's behalf have been authorised by all necessary and appropriate corporate actions;
- (i) that the Broker has the right (subject to Section 99 of the Act), either on its own account or on behalf of other clients, to take opposite positions to the positions taken by the Client in futures contract;
- (j) that the contents of contract notes, open position statements and other statements, unless objected to by the Client in writing within **TWO (2) BUSINESS DAYS** of being served shall be prima facie evidence of the correctness of its contents;
- (k) that the Broker shall not be in any way liable for damages, loss, costs or expenses of any kind suffered or incurred by the Client as a result of or arising out of or in connection with :
  - (i) any misinterpretation of any information provided by the Broker relating to a transaction entered into or proposed to be entered into by the Client or the Broker pursuant to this Agreement;
  - (ii) misinterpretation of any information, directions or instructions which the Client or any person purporting to act on behalf of the Client may have given or claim to have given to the Broker in relation to any transaction or intended transaction;
  - (iii) any advice, forecast, opinion or statement of intention to the Client in relation to price movements or positions or the likely or possible profitability of any transaction or any futures contract so long as the Broker has a reasonable basis for giving or making such advice, forecast, opinion or statement of intention to the Client pursuant to Section 92 of the Act;
  - (iv) any Futures Contract or the relationship established by this Agreement or any conduct under it;
  - (v) any delay or error in the transmission or execution of any order given or placed by the Client;
  - (vi) any action or failure by the Broker to place or activate a stop loss order or any order; and
  - (vii) any breach of the Act or regulations by the Client or any person purporting to act on behalf of the Client

except in respect and to the extent of any gross negligence, fraud or dishonesty of the Broker or any claim which under any applicable law it is not lawful to exclude.
- (l) that the Client's conversations with the Broker may be recorded by the Broker;

- (m) that should the Broker have notice of any act of bankruptcy of the Client (in the case of an individual) or of the presentation of any petition for the winding-up of the Client (in the case of a corporate client) or should the Client fail to meet any call for payment of deposit or margin (or to lodge any securities acceptable to the Broker) then the Broker may (without prejudice to any other rights or powers available to it) in its absolute discretion, and without creating an obligation to do so, close out without notice, all or some of the Client's futures contract;
- (n) that the Client is responsible to pay in cash any deficit owing to the Broker after close out of any of the Client's futures contract or closure of the Client's account and that if the Client defaults in payment of such deficit, the Broker may realise any deposit and securities held by the Broker and apply the proceeds against the deficiency;
- (o) that the Broker reserves the right to refuse to deal or trade on behalf of the Client in relation to any dealings, in futures contract (other than closing out existing positions held on behalf of the Client) or limit the number of open positions held on behalf of the Client or both. The Broker will however, inform the Client of any refusal at or before the time of the Client placing any further orders with the Broker or as soon as possible thereafter;
- (p) that the deposit, margin and any securities deposited with the Broker may be utilised in meeting any obligations of the Client in respect of futures contract traded by or on behalf of the Client;
- (q) that the Broker shall be entitled to retain for its own account any and all interest that may be earned on the Client's moneys held in the Client's account or accounts hereunder;
- (r) that the Broker, its directors, agents, employees or persons related to any of the foregoing may trade in futures contract on their own account;
- (s) that the Client agrees to abide by any position and exercise limits set by the Exchange or clearing organization as notified by the Broker to the Client;
- (t) that the Broker will use reasonable endeavours to execute or arrange the execution of the Client's instruction, but the Broker will not be responsible for delay or error in the transmission or execution of the Client's instruction save through the Broker's own wilful act or omission, or gross negligence, fraud or dishonesty;
- (u) that the Broker is entitled to assume the genuineness and authenticity of any instructions given or purportedly given by or on behalf of the Client and that the Broker shall not be obliged to make any enquiry and shall be entitled to act and the Client hereby instructs the Broker to act upon any such instructions believed by it to be genuine;
- (v) that the Broker will incur a personal obligation when dealing in contracts on behalf of the Client;
- (w) that the Client shall indemnify and keep indemnified the Broker against any and all liabilities, losses, damages, actions or proceedings and reasonable costs and expenses incurred or suffered by the Broker in connection with or arising out of any act or thing duly done by the Broker under or in pursuance of this Agreement and against any and all liabilities, losses, damages, actions and proceedings, and reasonable costs and expenses incurred or suffered by the Broker as a result of any breach of obligations of the Client under this Agreement including reasonable legal fees on a solicitor-client basis, incurred or suffered by the Broker in the enforcement of any of the provisions of this Agreement or by reason of anything lawfully done by the Broker in accordance with, pursuant or incidental to this Agreement or by reason of the Broker complying with any direction, request or requirement of the Exchange, the clearing organization or other regulatory authority. This clause shall not apply to the extent of the Broker's negligence, fraud or wilful default in respect of any such liabilities, losses and otherwise;
- (x) that all correspondence, demands, notices and communications shall be sent or faxed to the Client at the address or telecommunication number given to the Broker or which the Client may hereafter give to the Broker in writing and shall be deemed to have been received whether actually received or not, (i) when delivered at such address, if by hand, (ii) in due course of post or transmission if sent by mail or fax (if sent by mail, five [5] working days after delivery and if by fax, upon a confirmed successful transmission report), instantaneously if sent by telex with confirmed answer back or if sent by telegraph to the Client's own cable address. All correspondence, notices and communications from the Client to the Broker shall be effective only on actual receipt by the Broker;
- (y) that if instructions, funds or documents are not received by the Broker within the requisite time, the Broker may, without notice to the Client, either liquidate the Client's contracts, or make or receive delivery on behalf of the Client upon such terms and by such methods which the Broker deems to be proper;
- (z) that each employee and registered representative of the Broker acts as the agent of the Broker in connection with the Broker's business of trading in futures contract and the Broker is liable for all such acts of the agent; and
- (aa) that the Broker may amend, vary or supplement any terms or conditions hereunder or any specific terms or conditions relating to this Agreement by notice to the Client by any means the Broker deems fit and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be).

## 7. EVENTS OF DEFAULT

If:

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

- (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;
- (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
- (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);

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

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

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

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

## **8. TERMINATION**

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

## **9. ATTORNEY AND/OR AGENT**

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

## **10. RISK DISCLOSURE STATEMENT**

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

## **11. DEFENCES, WAIVERS & RELEASE**

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

## **12. CONTINUING OBLIGATIONS**

All the terms and provisions of the Agreement shall be continuous and (i) shall apply to all transactions in the Client's account(s) with the Broker, now existing or hereafter opened, from the original opening to the time of final closing, including all renewals or reopenings thereof however numerous and at whatever intervals, (ii) shall remain in full force and effect until terminated in accordance with Clause (8). The Client hereby ratifies all transactions with the Broker effected prior to the date of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by the terms of this Agreement.



### 13. GOVERNING LAW & JURISDICTION

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

### 14. DISCLOSURE OF INFORMATION

- 14.1 The Client hereby expressly irrevocably authorises, consents and legally permits the Broker and each of its representatives (including but not limited to its officers, employees and agents) to divulge, reveal, furnish, disclose or transfer at the Broker's sole and absolute discretion any or all of the particulars or information in relation to or in connection with the Client and/or the Client's account at any time and from time to time, including but not limited to information relating to any transaction or dealings between the Client and the Broker :
- (a) to any current or future Affiliate, or entity currently or which in the future may be associated with the Broker, including representative and branch offices, and their respective representatives (including but not limited to its directors, employees and agents) ("**Authorised Parties**");
  - (b) to any body or authority to whom the Broker is related to or associated with including but not limited to all other companies however which are or which in the future may be associated or related with each other in CIMB Group Holdings Berhad and its group of companies for purposes of operational efficiency, effecting and carrying out the Broker's instructions hereunder as well as promotional, cross-selling and marketing purposes unless the same shall be objected to by the Client in writing;
  - (c) to the auditors, legal advisors and other professional advisors of the Broker and the Authorised Parties;
  - (d) to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Malaysia or elsewhere for the purpose of the operation of the services provided to the Client by the Broker including but not limited to investigating discrepancies or claims;
  - (e) to any third party printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client's name and/or other particulars appear, or any data or record of any document whatsoever;
  - (f) to the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
  - (g) to the Exchange, Securities Commission, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Malaysia or other jurisdictions, including the jurisdictions in which the Client has traded or where any of the Broker's overseas business operations are situated or to whom the Broker is required to make such disclosure;
  - (h) to any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
  - (i) to any of the Authorised Parties for risk management purposes, for monitoring credit exposure of the Broker or any group in which the Broker or any of its Affiliates is a member thereof (the "**CIMB Group**"), for purposes of centralisation of operations within the Broker or the CIMB Group, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
  - (j) to any credit bureau (including the members of such credit bureau of which the Broker is a member), rating agency, insurer, or any other provider of credit protection to the Broker and/or any of the Authorised Parties;
  - (k) to any counterparty transacting with the Broker or any of the Authorised Parties for the purposes of or in connection with any transaction;
  - (l) to any assignee or transferee or prospective assignees or transferees of the Broker's credit facilities, business and undertakings or such part thereof;
  - (m) to any person with whom the Broker may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or service under, pursuant or otherwise in connection with, these terms and conditions;
  - (n) to such other person(s) authorised by the Broker for confidential use in connection with or arising out of the operation of any accounts maintained with the Broker (including but not limited to provision of information relating to data processing, statistical and risk analysis purposes) and the Broker's service providers for trading systems and other network facilitators;
  - (o) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of the Broker or its holding company with/by another company; and
  - (p) to any person or entity at any time :
    - (i) which the Broker deems fit in the Broker's interest to do so provided the Client has not expressly objected to the same in writing to the Broker;
    - (ii) which the Broker or any of its authorised representatives considers appropriate for any purpose in connection with these terms and conditions; or

- (iii) where such particulars of the Client's account was inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of the Broker or its authorised representatives,

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

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

## 15. BURSA DERIVATIVES' CRUDE PALM OIL ("CPO") FUTURES

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

- (a) The parties agree that a spot month CPO 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.
- (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.
- (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 :
  - (i) the Client shall be liable to pay to the Broker interest based on the cost of funds of the Broker or such other rate as the Broker may reasonably determine until the Broker receives the full payment payable by the Client; and
  - (ii) the 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.
- (d) With respect to the Client who is a seller:-
  - (i) the Client who wishes to have CPO appraised for possible delivery to the market shall deliver the CPO to a port tank installation;
  - (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;
  - (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;
  - (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.

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.

## TERMS AND CONDITIONS OF TRADING

The Client hereby

1. undertakes to abide by the rules, regulations, by-laws, directives of the exchanges or other relevant authority and any subsequent new rules and/or regulations, amendments or revisions that may be brought into force from time to time. The Client also undertakes to at all times comply with all margin requirements prescribed by the Broker or otherwise notified to the Client;
2. declares that the information given herein are true and correct and that the Client has not withheld any material fact or information from the Broker. The Client authorizes the Broker to verify, in any manner with any third party, the information furnished herein or from time to time as the Broker deems fit and the Client further undertakes to furnish the Broker with such further additional information as the Broker require at any time or from time to time.

The Client also authorizes the Broker to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as the Broker may deem fit, for any purposes which the Broker deems fit;

3. agrees that the Broker may have the absolute discretion to close the Client's account without giving any reasons and that the Broker may impose such other terms and conditions upon approval and from time to time, if deem necessary;
4. undertakes to pay the Broker promptly the outstanding debit balance of the Client's account and pay all relevant fees, and charges including legal fees incurred by the Broker on a solicitor and client basis in the enforcement of any of the Client's obligations and liabilities;
5. agrees that the Broker shall not be liable for any losses or damages as a result of any act of God, act of public enemy, war, insurgency riot, labour disputes, strike, power failure or any disturbances arising out of matters beyond the Broker's control;
6. agrees that the Client shall not hold the Broker or any of its officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the said representative in carrying out his/her duties in connection with this account;
7. agrees that all orders made through the telephone shall be deemed to be confirmed and binding on the Client without the requirement to furnish any proof on the Broker's part and that the Broker operates the Client's account in accordance with the Client's oral or written instructions that are believed to be genuine and to have been given by such one or more person(s) as notified by the Client from time to time in writing and the Broker shall not be made responsible or liable for any loss that may result from unauthorized instructions;
8. agrees that the Broker shall have the right at any time to refuse or limit the Client's orders;
9. declares that

Individual : The Client is not a bankrupt and there is no pending bankruptcy proceedings against the Client at the date hereof and the Client is not a defaulter on Bursa Malaysia Securities Berhad Defaulters List;

Corporate : No winding-up proceedings has commenced against the Client as at the date hereof nor is the Client a defaulter on the Bursa Malaysia Securities Berhad Defaulter List;

10. authorizes the Broker to sell or dispose off the whole or part of the stocks/shares/securities pledged by the Client as collateral at any time without notice to the Client and utilise the proceeds to offset and discharge all the Client's liabilities and obligations with the Broker;
11. authorizes the Broker at any time and from time to time during the existence of this Agreement without prior notice to the Client, to transfer from or to (as the case may be at your discretion require) any of the Client's other accounts held with the Broker or its Affiliates any of the money, securities or other property of the Client (where held alone or jointly with others) as the Broker may deem to be reasonably required for margin in any of the Client's accounts or to reduce or satisfy in full any of the Client's indebtedness to the Broker in such account, provided that the Broker shall within a reasonable time after making any such transfer send a written confirmation thereof to the Client;

12. declares and agrees that all communication, notice, demand or other document required to be given to the Client, shall be deemed to be served for all purpose if left by hand or sent by facsimile, courier services or postal services at the Client's address as stated in the application form or the last known address;
13. agrees that the failure or delay by the Broker to insist on compliance with any of these undertakings, terms and conditions or any continued course of such conduct by the Broker shall not be construed or constituted as a waiver or relinquishment generally or specifically by the Broker of any rights, power, privileges or remedies accruing to the Broker;
14. declares that if any undertakings, terms and conditions herein contained, shall be held to be invalid, unenforceable, illegal or otherwise the invalidity, unenforceability and illegality shall not affect or impair the remaining terms and conditions herein;
15. acknowledges that all provisions of this Agreement shall be binding upon all the Client's heirs, executors, administrators, personal representatives, successors, receivers, trustees in bankruptcy and assigns;
16. declares that all the agreements and undertakings herein obtained and the rights and obligations therefrom shall be governed by and construed in all respects accordance with the law of Malaysia and agree to submit to jurisdiction of the court of Malaysia; and
17. undertakes to confirm accuracy of the Client's details in the Broker's client database within 15 days of receipt of the Broker's notification of account opened.

## RISK DISCLOSURE STATEMENT

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

### FUTURES

#### 1. Effect of “Leverage” or “Gearing”

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

#### 2. Risk-Reducing Orders or Strategies

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

### OPTIONS

#### 3. Variable Degree of Risk

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

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

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

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

### ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

#### 4. Terms and Conditions of Contracts

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

#### 5. Suspension or Restriction of Trading and Pricing Relationship

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

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

## 6. Deposited Cash and Securities

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

## 7. Commission and Other Charges

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

## 8. Transactions in Other Jurisdictions

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

## 9. Currency Risks

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

## 10. Trading Facilities

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

## 11. Electronic Trading

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

## 12. Off-Exchange Transactions

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

We hereby acknowledge that we have received the Risk Disclosure Statement and understood its contents.

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Authorised Signatory(ies)  
(Kindly affix Company rubber stamp/common seal)

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Date

TO BE COMPLETED BY FUTURES BROKER'S REPRESENTATIVE ("FBR")			
Products	Commission (RM) [a]	Derivatives Fees (RM)* [b]	Total Charges (RM) [a + b]
<b>FKLI</b>			
Overnight per half turn		5.00	
Day / Spread / Scratch trade per half turn		5.00	
<b>FCPO</b>			
Overnight per half turn		3.00	
Day / Spread / Scratch trade per half turn		2.00	
<b>FKB3</b>			
Overnight per half turn		1.00	
Day / Spread / Scratch trade per half turn		1.00	
* Trading and clearing fees may be varied from time to time by the Exchange.			
Additional Information			
How do I know Applicant /Directors/ Name of Introducer : _____ No. of years I have known the Applicant/Directors : _____ Years Other relevant information : _____			
I hereby 1. request CIMB Futures Sdn Bhd ("CIMBF") to allow the Applicant to open a trading account with CIMBF. 2. confirm that I am aware that the Applicant is required to comply with all the terms and conditions accompanying this Account Application Form which CIMBF may vary from time to time at its absolute discretion. 3. 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 opening the account of this Applicant and the subsequent operation thereof (applicable to commissioned FBR only).			
_____		_____	
FBR's Signature		Date	
Name :			
FOR OFFICE USE ONLY			
<u>Risk Monitoring</u> Reviewed by : _____ Date : _____ Approved by : _____ Date : _____ Risk Profile : <input type="checkbox"/> Low <input type="checkbox"/> High		<u>Data Management</u> Client Code : _____ Date : _____ Approved by : _____ Date : _____ Keyed in by : _____ Date : _____  <u>Compliance</u> Reviewed by : _____ Date : _____	