



Contracts For Difference Corporate Account Application Form

CGS-CIMB Futures Sdn Bhd
(formerly known as CIMB Futures Sdn Bhd)(257674-P)
A Trading Participant of Bursa Malaysia Derivatives Berhad

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**INSTRUCTIONS FOR COMPLETION OF CONTRACTS OF DIFFERENCE
CORPORATE ACCOUNT APPLICATION FORM**

NOTE : Contracts for Difference (“CFD”) is a speculative derivative product that is highly leveraged and carry significantly greater risk than other investments or products (whether geared or otherwise) such as share trading. They may not be suitable for everyone. You should consider carefully and determine whether CFD is suitable for you, before deciding whether to open a CFD Account with CGS-CIMB Futures Sdn Bhd (“CGS-CIMB Futures”). IN PARTICULAR, IF YOU CONSIDER YOURSELF TO BE A CONSERVATIVE, RISK-AVERSE INVESTOR, THEN CFD IS NOT FOR YOU.

1. Kindly complete all applicable fields of the CFD Corporate Account Application Form using BLOCK LETTERS and check the relevant boxes with a tick ✓. Any inaccurate or incomplete information provided by you may affect the outcome of our suitability assessment.
2. The completed Application Form must be returned with certified true copies of the following supporting documents:

TYPE OF APPLICANT	DOCUMENTS TO BE SUBMITTED
COMPANY INCORPORATED UNDER COMPANIES ACT 2016	<ol style="list-style-type: none"> a. Certificate of Incorporation or Notice of Registration b. Memorandum and Articles of Association or Constitution (if applicable) (Where the company does not have a Constitution, a written confirmation duly signed by a director that the company does not have a Constitution) c. Board Resolution d. NRIC / Passport of the Directors and Authorised Persons, as per Board Resolution and Shareholders with equity interest of more than 25% (both sides) e. Return giving particulars and changes in Directors, Managers and Secretaries f. Forms of Allotment of Shares g. Notice of Situation of Registered Office and of Office Hours and Particulars of Changes h. Latest Audited Accounts / Financial Statements i. Any other documents that may be required by CGS-CIMB Futures from time to time
SOCIETY REGISTERED UNDER THE SOCIETIES ACT 1966 OR CO-OPERATIVE SOCIETIES ACT 1993	<ol style="list-style-type: none"> a. Certificate of Registration b. Constitution / By-Laws of the Society c. Board / Committee Resolution d. NRIC / Passport of the Authorised Persons as per Board / Committee Resolution (both sides) e. Latest Audited Accounts / Financial Statements f. Any other documents that may be required by CGS-CIMB Futures from time to time
CORPORATION INCORPORATED BY AN ACT OF PARLIAMENT OR STATE ENACTMENT	<ol style="list-style-type: none"> a. Copy of the Act / Enactment incorporating the said corporation b. Board / Committee Resolution c. NRIC / Passport of the Authorised Persons as per Board / Committee Resolution (both sides) d. Any other documents that may be required by CGS-CIMB Futures from time to time

3. The Board/Committee’s Resolution must state:
 - a. authorisation to open CFD trading account with CGS-CIMB Futures;
 - b. authorisation to deal in CFD products offered by CGS-CIMB Futures; and
 - c. name, designation, NRIC/Passport number and specimen signature of persons authorised to operate the account including transactions that they may execute.
4. Common seal or company rubber stamp is required to be affixed onto the Application Form.
5. For non-resident, the applicant is required to complete the Entity Self-Certification Form.
6. Any amendments made must be legible and countersigned by the authorised signatory(ies). Form defaced by erasure or any kind of correction fluid may result in the application being rejected.

CONTRACTS FOR DIFFERENCE CORPORATE ACCOUNT APPLICATION

A. CORPORATE DATA

Company Name

Registration No. Date of Incorporation

Country of Incorporation Malaysia Others _____

Type of Organisation Private Company Public Company Government Agency
 Society/Association Others _____

Nature of Business _____ Website _____

Registered Address (as per registration document)

Business Address (if differs from above) Postcode

Telephone No.

Ultimate Holding Company (if applicable) _____

B. INVESTOR STATUS

CFD can ONLY be traded by sophisticated investors i.e. any entity which falls within any of the categories of investors set out in Part 1 of Schedule 6 and 7 of the Capital Market Service Act 2007 (“CMSA”) as follows:

- We confirm that we are a **High Net Worth Entity** as defined in Part 1 of Schedule 6 and Schedule 7 of CMSA being:
 - A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts.
 - A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies.
 - A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies.
 - A corporation that is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies.
 - A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.
 - A statutory body established by an Act of Parliament or an enactment of any State.

We confirm that we are an **Accredited Investor** as defined in Part 1 of Schedule 6 and Schedule 7 of CMSA being:

- Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009.
- A holder of a Capital Markets and Services Licence.
- A unit trust scheme or a prescribed investment scheme.
- A closed-end fund approved by the SC.
- A licensed bank as defined in the Financial Services Act 2013 ("**FSA**") and a licensed Islamic bank as defined in the Islamic Financial Services Act 2013 ("**IFSA**").
- A bank licensee as defined in the Labuan Financial Services and Securities Act 2010.
- A licensed insurer as defined in the FSA.
- An insurance licensee as defined in the Labuan Financial Services and Securities Act 2010.
- An Islamic bank licensee or takaful licensee licensed under the Labuan Islamic Financial Services and Securities Act 2010.
- A licensed takaful operator as defined in the IFSA.
- A private retirement scheme as defined in the CMSA.

C. FINANCIAL INFORMATION (LATEST AUDITED)

As At (DD/MM/YYYY)	<input type="text"/>	Total Tangible Assets	<input type="text"/>
Issued/Paid-up Capital	<input type="text"/>	Total Liabilities	<input type="text"/>
Shareholders' Funds	<input type="text"/>	Net Current Assets	<input type="text"/>
Profit After Taxation	<input type="text"/>	Turnover/Sales	<input type="text"/>

D. SUBSTANTIAL INDIVIDUAL SHAREHOLDERS / BENEFICIAL OWNERS (25% OR MORE)

Name	NRIC / Passport No.	Nationality	% of shareholding
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

(Please attach a separate sheet if the space provided is insufficient)

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

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

(Please attach a separate sheet if the space provided is insufficient)

F. INVESTMENT EXPERIENCE

1. Have you transacted at least 6 times in any of the following investment or leveraged products in the preceding 3 years? If yes, please tick all which are applicable.

- | | | |
|---|--|--|
| <input type="checkbox"/> Callable Bull / Bear Contracts | <input type="checkbox"/> Certificates | <input type="checkbox"/> Contracts for Difference |
| <input type="checkbox"/> Daily Leveraged Certificates | <input type="checkbox"/> Exchange Traded Funds | <input type="checkbox"/> Exchange Traded Notes |
| <input type="checkbox"/> Extended Settlement Contracts | <input type="checkbox"/> Futures Contracts | <input type="checkbox"/> Leverage Foreign Exchange |
| <input type="checkbox"/> Stapled Securities | <input type="checkbox"/> Structured Products | <input type="checkbox"/> Structured Warrants and Options |

Name of Broker : _____

No, we have not transacted a minimum of 6 times in any of the above investment or leveraged products over the preceding 3 years.

2. Have the persons who are authorised to trade CFD undergone any education programs on leverage products in the preceding 3 years?

- Yes No

3. Do the persons who are authorised to trade CFD understand the concepts of leverage, nature and risks of margins (or geared) transactions?

- Yes No

G. RISK TOLERANCE AND INVESTMENT OBJECTIVE / PROFILE

1. In relation to CFD, which of the following describes your investment objectives and risk tolerance?

- Conservative.**
We are willing to take small amount of risks to achieve returns of up to 5% above bank deposit rates.
- Moderate.**
We are willing to take moderate risks to achieve returns of 5% to 10% above bank deposit rates.
- Aggressive.**
We are willing to take high amount of risks to achieve returns of more than 10% above bank deposit rates.

2. What are your sources of funds for investment? Please tick all which are applicable.

- Banking Facilities Internal Funds Clients' Funds Others, please specify _____

3. Expected pattern of activities:

Anticipated funds for CFD trading: RM _____

Anticipated number of transactions per month : _____

H. RELATED PARTIES / ACCOUNTS

1. Are any of your directors, shareholders or authorised personnel related to employees / directors / Futures Broker's Representatives of CGS-CIMB Futures? Yes (Please specify) No

Name of related employee / director / Futures Broker's Representative	Relationship
_____	_____
_____	_____

2. Does any of your directors, shareholders or their immediate family members have any influence / control over any account maintained with CGS-CIMB Futures? Yes (Please specify) No

Name of director / shareholder / family member	Account No.
_____	_____
_____	_____

3. Do you maintain any trading accounts with CGS-CIMB Securities Sdn Bhd and/or other brokers? Yes (Please specify) No

Name of Broker	Type of Account	Account No.
_____	_____	_____
_____	_____	_____

4. What type of CFD Account do you require? Omnibus / Agency House / Proprietary

I. POLITICALLY EXPOSED PERSON ("PEP")

1. Do any of your directors, shareholders, authorised personnel hold, or have previously held or are actively seeking a position or are being considered for a prominent public position? Yes (Please specify) No

Name & NRIC / Passport No.	Prominent Public Position	Status #
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Do any immediate family members of your directors, shareholders or authorised personnel hold, or have previously held or are actively seeking a position or are being considered for a prominent public position? Yes (Please specify) No

Name & NRIC / Passport No.	Relationship	Prominent Public Position	Status #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PEPs, including their immediate family members and close associates, are individuals who are or have been entrusted with prominent public functions (whether in the domestic / host country or a foreign country) e.g. heads of state, heads of government, government ministers, senior civil or public servants (e.g. cabinet and permanent secretaries, director generals, head of departments and their deputies), senior judicial or military officials, senior executives of government owned corporations, senior political party officials, members of the legislature and senior management of statutory bodies and International Organisations (e.g. UN, IMF, World Bank, OECD, European Union, ASEAN and International Sport Organisations)

Status includes a prominent public position which the PEP is currently holding / previously held / actively seeking / being considered.

J. PAYMENT INSTRUCTION

All payments arising from our fund withdrawal requests to CGS-CIMB Futures shall be made in the following manner:

credit directly into our designated bank account as specified below:

Bank Name _____

Account No.

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(Please enclose a photocopy of the Bank Passbook/Latest Bank Statement for verification purposes)

by cheque(s) and hereby authorise our Futures Broker's Representative to collect the said cheque(s) on our behalf.

In consideration of us agreeing to this request, we hereby agree:

1. to refund to CGS-CIMB Futures any payments wrongly made to us or wrongly credited into the above mentioned account;
2. not to hold CGS-CIMB Futures responsible for any losses arising thereof and undertake to indemnify CGS-CIMB Futures at all times against all claims, losses or expenses incurred by CGS-CIMB Futures in connection with this instruction; and
3. the above payment instruction shall remain in force until further notice in writing is provided by us. CGS-CIMB Futures in its sole and absolute discretion shall be entitled to vary any of the above mode or manner of payment without prior written notice to us.

K. INSTRUCTION TO RECEIVE STATEMENTS / NOTIFICATIONS VIA E-MAIL

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Tick Signature

We hereby request to receive our daily and monthly statements, invoices (which may be incorporated and issued as part of the daily contract statements), margin call notice or any other statements/notifications ("statements/notifications") that may be made available to us by CGS-CIMB Futures via our email address:

- (1) _____
- (2) _____
- (3) _____

As such, we hereby instruct CGS-CIMB Futures and give our consent for CGS-CIMB Futures to:

1. issue and deliver the statements/notifications in electronic form;
2. deliver the statements/notifications to any or all of our specific email address as advised; and
3. adopt an alternative mode of delivery as may be determined by CGS-CIMB Futures in issuing and delivering the statements/notifications in the event of system failure.

In this regard, we hereby undertake to continue to be bound by the terms and conditions stated in this CFD application form executed by us for our account(s) including any addition or amendments that may be made by CGS-CIMB Futures from time to time.

We also accept and assume the inherent risk associated in receiving the above statements/notifications electronically. We will not make any claims against CGS-CIMB Futures, its directors or officers nor hold CGS-CIMB Futures or them responsible for any matters or liabilities that may arise in relation to this consent but shall instead, be entirely responsible for any liabilities or losses suffered as a result of such mode of delivery.

We further acknowledge and agree that all our liabilities (if any) with CGS-CIMB Futures shall remain unchanged and continuous, and it shall not be affected in any way with the change in the mode of electronic delivery of statements/notifications that may be made available to us by CGS-CIMB Futures.

In the event that we wish to discontinue receiving the statements/notifications in electronic form, we shall provide CGS-CIMB Futures no less than 7 working days from the intended effective date, our written instruction to revoke our instructions with respect to the electronic delivery of statements/notifications and from the effective date, will agree to receive our statements/notifications in hardcopy to the latest available correspondence address maintained in CGS-CIMB Futures' records.

L. INVESTMENT ABROAD AND INVESTMENT IN FOREIGN CURRENCY ASSET ONSHORE BY RESIDENT

(This Declaration by Resident 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).

We hereby declare that for foreign exchange administration purposes:

--	--

Tick Signature

Currently we do NOT have any domestic Ringgit borrowing/financingⁱ.

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Tick Signature

Currently we have domestic Ringgit borrowing/financing and hereby confirm that our total investment abroadⁱⁱ and investment in foreign currency asset onshoreⁱⁱⁱ 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^{iv} entity</i>
Source of the fund for 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	(1) Up to the amount of: <ul style="list-style-type: none"> · approved foreign currency borrowing from non-resident · foreign currency sourced from Initial Public Offering on the Main Market of Bursa Malaysia (2) Up to RM50 million equivalent ^v in aggregate, per calendar year on a corporate group basis from: <ul style="list-style-type: none"> · Conversion of ringgit · Foreign currency borrowing from a licensed onshore bank for purposes other than direct investment abroadⁱⁱⁱ · Swapping of financial assets · Transfer from Trade FCA
	^v This is applicable to resident entities with domestic Ringgit borrowing only.

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Tick Signature

Currently we have domestic Ringgit borrowing/financing and 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.

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[#]. We understand that the CGS-CIMB Futures 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.

We further declare that CGS-CIMB Futures is not responsible to advise the Applicant of:

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

We make this declaration in full knowledge and awareness of reliance placed by CGS-CIMB Futures on such declaration as a basis to undertake any investment abroad and investment in foreign currency asset onshore on our behalf.

We undertake to notify the relevant CGS-CIMB Futures immediately in writing of any changes in the declaration given herein.

Applicant / Authorised Signatory(ies)

Name:

NRIC/Passport No.:

Designation:

Company Seal / Stamp

Date:

#Acknowledgement Receipt of BNM's Approval Letter

Officer / Relationship Manager
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; or
- 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
 - a. purchase of foreign currency-denominated asset in Malaysia offered by a non-resident, including Labuan entity;
 - b. purchase of foreign currency-denominated asset offered outside Malaysia;
 - c. lending/financing in foreign currency to a non-resident;
 - d. 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;
 - e. 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
 - f. 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 –
 - a. contributes capital of at least 10% of project cost;
 - b. is entitled to at least 10% of profits from the unincorporated entity or project; or
 - c. 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 BNM;
- b) purchase of foreign currency-denominated financial instrument or Islamic financial instrument offered in Malaysia by a resident as approved by BNM; 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.

M. ACKNOWLEDGEMENT OF DISCLOSURE DOCUMENT, PRODUCT HIGHLIGHTS SHEET AND RISK STATEMENT

We hereby acknowledge that we have been provided a copy of the **Disclosure Document** and the **Product Highlights Sheet** which are made available at www.itradecimb.com.my, read and understood the contents therein.

We also hereby acknowledge that we understand the risks associated with trading in CFD, as detailed in the **Risk Statement** below and disclosed in the Disclosure Document and Product Highlights Sheet.

RISK STATEMENT

This statement does not disclose all the risks and other significant aspects of trading in CFDs. 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 the risks. Trading in CFDs may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

You should be aware of the following when considering whether to trade in leveraged products:

(1) Effect of leverage or gearing

Transactions in CFD carry a high degree of risk. The amount of initial margin is small relative to the value of the CFD so that the transaction is leveraged or geared. A relatively small market movement will have a 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 the initial margin funds and any additional funds deposited with the firm 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 in order 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 as you will be liable for any resulting deficit in your account.

(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. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as spread and straddle positions may be as risky as taking simple long (buy) or short (sell) positions.

(3) Risk of inadequate margin

Positions are marked-to-market on a daily basis with payment being settled daily to account for the underlying market movements. You must maintain the minimum margin requirement on your open positions at all times. You will be responsible to monitor your margin account balance and may be called upon at short notice to make additional margin deposits. If required margin is not made within the prescribed time, the firm may liquidate any or all of your CFDs positions. This may result in a loss for you, which may be substantial.

(4) Suspension or restriction of trading and pricing relationship

Market conditions (e.g., illiquidity) 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 or offset positions.

Further, normal pricing relationships between the underlying that is the subject of a CFD transaction and the CFD transaction may not exist. This can occur when, for example, the absence of an underlying reference price may make it difficult to judge fair value.

(5) Deposited cash and property

You should familiarise yourself with the protections accorded to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation. In some jurisdictions, property 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.

(6) 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.

(7) 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 subjected to a rule which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions have been affected. You should ask the firm with which you conduct your transactions for details about type of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

(8) Currency risks

The profit or loss in transactions in foreign currency-denominated contracts 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.

(9) Liquidity and market risks

Adverse market conditions may result in you not being able to affect CFD, liquidate all or part of your CFD, assess a value or your exposure or determine a fair price, as and when you require. The pricing relationships between a derivative and the underlying instrument may not exist in certain circumstances. The absence of an underlying reference price may make it difficult to judge fair value.

It is also important to understand that the fluctuation of the underlying instrument may influence the value of the derivative product and affect your profitability. Sudden market movements, known as gapping may occur, causing a dramatic shift in the price of an underlying instrument. This gapping event can result in a significant profit or loss on your account. Gapping can occur when the underlying instrument/market is open and when it is closed.

(10) Trading facilities

Electronic trading facilities are supported by computer-based component systems for order- routing, execution or registration 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 or firms. Such limits may vary. You should ask the firm with which you deal for details in this respect.

(11) Electronic trading

Trading on an electronic trading system may differ not only 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) Over-the-counter ("OTC") Transactions

CFD is an OTC transaction or off-exchange transaction. The firm with which you conduct your transaction is 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. Thus, these transactions may involve increased risks. OTC transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with the applicable rules and attendant risks.

(13) Corporate action processing

You should be aware of all corporate events in regard to the underlying financial instrument of the CFD. It is important to understand the risks of delayed processing due to market condition, differences in time zones or unforeseen circumstances which may result in any acts or omissions.

The treatment you receive during a corporate action may be less favourable than if you owned the underlying instrument. Therefore, the time you have to make decisions could be considerably less, the options available may be more restrictive/less advantageous and may be such that there is no option for you to close the position. Given that corporate action(s) can often be announced at extremely short notice, you may have no opportunity or choice to close positions to avoid such consequences and such corporate action(s), may require you to provide more funds to cover the margin at very short notice.

(14) Shares recall

To enable you to take a short CFD position, the hedge provider may need to borrow the shares of the underlying instrument to conduct a short hedge. Lenders of the shares have the right to recall anytime. In the event of a recall, the shares may have to be returned at short notice and the hedge provider might no longer be able to maintain the short hedge. This may result in the CFD provider closing your short CFD positions immediately or at a short notice.

Regulatory changes prohibiting short selling and share borrowing in specific shares or in the entire underlying market may also result in the CFD provider force closing your short positions in CFD.

Applicant / Authorised Signatory (ies)

Name:

NRIC/Passport No.:

Designation:

Company Seal / Stamp

Date:

N. APPLICANT'S DECLARATION AND AGREEMENT

By signing the CFD Application Form, we hereby declare/agree/undertake that:

1. We are not insolvent, under any winding up proceedings or placed under any receiver, manager or liquidator.
2. 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 and we have not wilfully withheld any facts. We shall keep you informed of any change in particulars given in this Application Form.
3. If there is any change in circumstances relating to our status as a sophisticated investor as set out above such that we cease to be a sophisticated investor at any time, we undertake to inform CGS-CIMB Futures within 7 working days of such change in circumstances. If such changes cannot be rectified, we acknowledge and accept that CGS-CIMB Futures has full discretion to refrain from treating us as a sophisticated investor.
4. CGS-CIMB Futures shall have the right to reject the Applicant's application at its sole discretion without any reason whatsoever.
5. We confirm that CGS-CIMB Futures is authorised to verify any information and/or make any checks and/or obtain any information and/or confirmation at any time and from time to time now and /or in the future, with or from any credit reference/reporting agencies, including but not limited to and/or any other agencies and/or from any financial institution and/or any other source(s) that CGS-CIMB Futures may in its sole discretion deem appropriate and to provide such aforesaid party(s) with the required information requested to enable CGS-CIMB Futures to ascertain our status and/or any of its directors, individual shareholders, officers, personnel, individual guarantor, security provider and/or other person, individual, and/or entity related to and/or associated with us as maybe required by CGS-CIMB Futures for the purpose of the consideration of this application and thereafter if this application is approved for the purposes of continued maintenance of the Account; and/or recovery of debts due and payable under the Account; and/or any purpose related to or in connection with the Account applied for; and/or for any other purpose, that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.
6. We are fully aware of and understand the processes, procedures and risks involved in using the services and executing transactions through the Online Services.

"Online Services" shall carry the meaning as defined in the Terms and Conditions for Contracts for Difference.

7. We are fully aware of and understand and agree to comply with the relevant laws, rules and regulations relating to the services provided by CGS-CIMB Futures to us under the Terms and Conditions for Contracts for Difference, Disclosure Document, Product Highlights Sheet and Risk Statement.
8. We shall indemnify CGS-CIMB Futures against any losses, damages, debts, charges, taxes and all other costs and expenses whatsoever incurred, withheld or suffered or which CGS-CIMB Futures may incur or suffer by reason of or in relation to or arising from or in connection with the provision of services by CGS-CIMB Futures to us under the Terms and Conditions for Contracts for Difference, Disclosure Document, Product Highlights Sheet and Risk Statement.
9. Pursuant to paragraph 13.2 of the Terms and Conditions for Contracts for Difference, we acknowledge and agree that CGS-CIMB Futures may retain, for the benefit of CGS-CIMB Futures and without any obligation to account to us, any interest CGS-CIMB Futures receives from our monies deposited in the Client's Account (the "**Client's Monies**"). We further consent to CGS-CIMB Futures withdrawing the Client's Monies and any interest received on the Client's Monies from the Client's Account, to the extent permitted by applicable laws, including but not limited to paying out such interest. CGS-CIMB Futures may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by CGS-CIMB Futures in maintaining the Client's Account, pay any interest received on the Client's Monies to us. We agree and acknowledge that any interest paid by CGS-CIMB Futures to us may be less than that received by CGS-CIMB Futures.

We duly verify that this is our written direction allowing CGS-CIMB Futures to do the above.

10. We hereby declare that trading in CFD for our Account is/shall be carried out:

for us as principal;

for and on behalf of another person*. We agree to furnish to you information and documents of the ultimate owner upon CGS-CIMB Futures' request. We also undertake to furnish the said information promptly, notwithstanding the termination of services by CGS-CIMB Futures. (* Note: applicable to omnibus/agency account only)

and we make this solemn declaration conscientiously believing the same to be true.

11. In relation to our shareholders or beneficial owners of the company, we the undersigned also:

confirm that the company has no shareholders/beneficial owners or directors which are US persons or residents hold more than 25% direct or indirect shareholding.

confirm that the company's shareholders/beneficial owners or directors which are US persons or residents hold more than 25% direct or indirect shareholding. (Please complete table(s) below, where applicable)

Shareholder / US Director Name	% of Shares Owned ¹	Tax Number

Note: To fill up "US Director" if the person named is a US Director of the Applicant.

Beneficial Owner Name	Passport/ID No.	Passport Expiry Date [DDMMYYYY]	Tax Number

Note: Applicant who is Non US Individual with US Indicia to provide Form W-8BEN. Applicant who is an US individual to provide Form W-9.

We hereby consent for CGS-CIMB Futures and its Affiliates to share our information as above, including information on directors, or shareholders or owners or beneficial owners that are U.S. Persons, with domestic or overseas regulators or tax authorities, where necessary to establish the tax liability of any of the above mentioned parties in any relevant jurisdiction.

In this respect, we confirm that we have obtained the respective consent of directors or shareholders or owners or beneficial owners that are U.S. Persons, for their information to be provided to CGS-CIMB Futures and its Affiliates to share such information with domestic or overseas regulators or tax authorities, where necessary to establish the tax liability of any of the above mentioned parties in any relevant jurisdiction.

We agree and undertake to deliver to CGS-CIMB Futures and its Affiliates additional information, documents and/or forms, which our authorised signatory or director(s) will sign for the purposes of CGS-CIMB Futures and its Affiliates' compliance with any tax laws and regulations.

Where required by domestic or overseas governmental, supervisory or regulatory authorities, we understand and agree that CGS-CIMB Futures and/or its Affiliates may withhold, and pay out, from any of our account(s) such amounts as may be required according to applicable laws, regulations, directives, guidelines and/or agreements with and/or from domestic or overseas governmental, supervisory or regulatory authorities.

"Affiliates" shall carry the meaning as defined in the Terms and Conditions for Contracts for Difference.

We also agree and undertake to notify CGS-CIMB Futures in a timely manner (which in any case, within 30 calendar days), and provide the information if requested by CGS-CIMB Futures, if there is a change in any information which we have provided to CGS-CIMB Futures as above.

12. Disclosure to third parties for strategic alliances, marketing and promotional purposes:

We consent to our personal data and/or any of our directors, individual shareholders, officers, personnel, individual guarantor, security provider and/or other person, individual, and/or entity related to and/or associated with us to be collected, used, disclosed and/or processed by CGS-CIMB Futures in accordance with the Terms and Conditions for Contracts for Difference, provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by us by writing to CGS-CIMB Futures at the following address (which may be changed by CGS-CIMB Futures from time to time by notice to us): Ground Floor, Tropicana City Office Tower, No. 3, Jalan SS 20/27, 47400 Petaling Jaya, Selangor (Attention to Client Account Management).

Further, where CGS-CIMB Futures intends to share our information (excluding information relating to our affairs or account) with third parties for strategic alliances, marketing and promotional purposes,

we hereby give our consent to the above disclosure to third parties.

we do not consent to the giving of the above disclosure to third parties.

13. Personal Data Notice Acknowledgement:

We agree to notify our individual shareholders, directors, officers, individual guarantors and security providers in writing of the Personal Data Notice issued by Bursa Malaysia Berhad ("**Bursa Malaysia**"), which is available at Bursa Malaysia's website at www.bursamalaysia.com or has otherwise been made available to us.

14. We also acknowledge that we have received, read and understood the contents of the Terms and Conditions for Contracts for Difference and agree to be bound by them or such additional amendments or terms and conditions as may be made from time to time.

Signature of Applicant / Authorised Signatory(ies)

Name:

NRIC/Passport No.:

Designation:

Company Seal /Stamp

Date:

TO BE COMPLETED BY FUTURES BROKER'S REPRESENTATIVE ("FBR")

- (a) Proposed Gross Exposure Limit : RM _____
- (b) How do you know Applicant / Name of Introducer : _____
- (c) No. of years you have known the Applicant : _____ Years
- (d) Trading Experience with Applicant : _____ Years
- (e) Proposed Commission Rate : Default rate Customized rate as attached
- (f) Other relevant information _____

DECLARATION BY FUTURES BROKER'S REPRESENTATIVE ("FBR")

I hereby :

1. confirm that I have explained the contents of the Terms and Conditions for CFD, Disclosure Document, Product Highlights Sheet and Risk Statement to the Applicant.
2. request CGS-CIMB Futures to allow the Applicant to open a CFD Account with CGS-CIMB Futures.
3. agree to allow the Applicant to use the Online Services to effect CFD transactions and I confirm that the Applicant has the knowledge of the process of entering orders through the Online Services.
4. confirm that the signature on the Risk Statement and CFD Application Form is that of the Applicant and I am aware that the Applicant is required to comply with all the terms and conditions accompanying this CFD Application Form which CGS-CIMB Futures may vary from time to time at its absolute discretion.
5. undertake to indemnify CGS-CIMB Futures against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered or which CGS-CIMB Futures may incur or suffer in relation to CGS-CIMB Futures opening the CFD Account of this Applicant and the subsequent operation thereof and in connection with the provision of services by CGS-CIMB Futures to the Applicant (applicable to commissioned FBR only).

FBR's Signature
Name :

Date

FOR OFFICE USE ONLY

Credit Control

Reviewed by : _____ Date : _____

Recommended Gross Exposure Limit : RM _____

Recommended by : _____ Date : _____

Approved Gross Exposure Limit : RM _____

Approved by : _____ Date : _____

Risk Profile : Low Medium High

Remarks : _____

Client Account Management Account Opening:

Client Code : _____ Date : _____

Approved by : _____ Date : _____

Keyed in by : _____ Date : _____

Reviewed by : _____ Date : _____

Online Services:

User ID : _____

Updated by : _____ Date : _____

Checked by : _____ Date : _____

Remarks : _____

Compliance

Reviewed by : _____ Date : _____