

APPLICATION FOR FUTURES AND OPTIONS TRADING IN SPECIFIED EXCHANGES

Name of Client : _____ Trading A/C. No. : _____

1. I/We wish to trade in futures and options contracts of exchanges that operate futures market outside Malaysia ("Specified Exchanges") using my/our trading account(s) maintained with CIMB Futures Sdn Bhd ("CIMBF").
2. In connection with my/our request, I/we hereby undertake and agree at all times to abide by the following terms and conditions:
 - 2.1 the terms and conditions contained herein are in addition and supplemental to the Terms and Conditions of Trading and Client Agreement ("Original Terms") between me/us with CIMBF and the additional terms and conditions are to be read and construed with the Original Terms currently enforced.
 - 2.2 all transactions entered shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations ("Rules") of the relevant Specified Exchanges, and its clearing organization where the transactions are executed or cleared by CIMBF or its agents or any of its affiliates for my/our account(s). Accordingly, CIMBF or its agents or any of its affiliates may be required to provide information relating to my/our account(s). CIMBF shall not be liable to me/us as a result of any action taken by CIMBF or its agents or any of its affiliates to comply with any such Rules of the relevant Specified Exchange.
 - 2.3 the officers, employees, dealers or representatives of CIMBF are irrevocably authorized to furnish all information in relation to or arising from or in connection with my/our account(s) to Bursa Malaysia Derivatives Berhad or such other authority having jurisdiction over CIMBF or to any other body or authority to whom CIMBF is associated with including but not limited to CIMB Group Sdn Bhd ("CIMBG") and its subsidiaries and/or other affiliates of CIMBG at any time and from time to time inclusive foreign authorities as a result of my/our trading in Specified Exchanges.
 - 2.4 that I/we shall be bound by any other terms and conditions of agreements executed between CIMBF and its foreign counter party(ies) in relation to services rendered to facilitate my/our trading in Specified Exchanges.
 - 2.5 transactions on markets in foreign jurisdictions may expose me/us to additional risk. Such market may be subject to regulation, which may offer different or diminished investor protection. Domestic regulatory authorities may be unable to compel the enforcement of the rules or regulatory authorities or markets in other jurisdictions where my/our transactions have been effected. I/We understand the nature and risks associated with trading in Specified Exchanges and that I/we shall assume full responsibilities for all the transactions executed in the account(s).
 - 2.6 that CIMBF may, at any time in its sole and absolute discretion, impose upon me/us any position or transaction limits, or any trading or transaction restrictions.
 - 2.7 I/we authorize CIMBF to perform foreign currency conversion from any excess funds in my/our trading account(s) at CIMBF's discretion on my/our behalf and without further reference to me/us if my/our account(s) shows any foreign currency shortfall.
 - 2.8 markets in Specified Exchanges could be volatile and may be conducted when banking services are not available for me/us to meet margin call which is due and payable within one (1) hour of the said margin call. I/We authorize CIMBF to liquidate at CIMBF's discretion all or part of my/our position(s) if the net equity in my/our account falls below 30% of the required margin or at any level which may be prescribed by CIMBF from time to time.
 - 2.9 I/we shall indemnify you and keep you indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by you directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the trading account(s) for trading in Specified Exchanges or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.
3. I/we shall at all times comply with the foreign exchange control laws including but not limited to the Foreign Exchange Administration Rules of Bank Negara Malaysia ("BNM FEA") and obtain all the necessary approvals and/or registrations required in relation to, including but not limited to, Bank Negara Malaysia or any other relevant authorities.
4. I/we further declare and affirm as follows :
 - 4.1 Individual
I have not been adjudged a bankrupt and there is no pending bankruptcy proceedings against me as at the date hereof.

Corporate

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

4.2 As defined under the BNM FEA #,

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

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

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

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

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

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

Name: _____

Date : _____

NRIC No. /Business Registration No. : _____

Applicable to Electronic Trading Facilities

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

Email : _____

* Please tick whichever is appropriate

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

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FUTURES BROKER'S REPRESENTATIVE

Acknowledged : _____

& Accepted by (Signature of FBR & Date)

Name of FBR : _____

Commission : ☐ Table A

☐ Table B

☐ Table C

☐ Customized rate
as attached

RISK MONITORING

Electronic Trading Facilities granted w.e.f. _____

Signature Verified by/Date : _____

Approved by/Date : _____

Limit maintained by/Date : _____

DATA MANAGEMENT

Data Entry by/Date: _____

Checked by/Date : _____